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ASTOR LENOX AND TILDEN FOUNDATIONS

General Guide to all Men in Business

BY J. C. HARRIS

NEW YORK: J. C. HARRIS, 1887.

As a part of his business, the Commercial Traveller

must be able to handle the business of his

firm with the same ease and confidence as

the most experienced and successful

business man.

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NEW YORK: J. C. HARRIS, 1887.



# LEX MERCATORIA REDIVIVA:

OR, A COMPLETE

## CODE OF COMMERCIAL LAW.

BEING A

General GUIDE to all Men in BUSINESS,

WHETHER AS

TRADERS,	}	INSURERS,
REMITTERS,		BROKERS,
OWNERS,		FACTORS,
FREIGHTERS,		SUPERCARGOES, OR
CAPTAINS,		AGENTS.

WITH

An Account of our MERCANTILE COMPANIES; of our COLONIES and FACTORIES abroad; of our Commercial Treaties with Foreign Powers; of the DUTY of CONSULS, and of the Laws concerning *Aliens, Naturalization, and Denization.*

TO WHICH IS ADDED,

A Sketch of the present State of the Commerce of the whole WORLD; describing the MANUFACTURES and PRODUCTS of each particular Nation; with TABLES of the Correspondence and Agreement of their respective COINS, WEIGHTS, and MEASURES.

COMPILED FROM THE WORKS OF

THE MOST CELEBRATED BRITISH AND FOREIGN COMMERCIAL WRITERS.

The whole equally calculated for the Information and Service of the MERCHANT, LAWYER, MEMBER OF PARLIAMENT, and private GENTLEMAN.

---

By the late *WYNDHAM BEAWES*, Esq;

His *Britannick* Majesty's CONSUL at *Seville* and *St. Lucar*.

---

THE FIFTH EDITION,

Considerably ENLARGED, and IMPROVED,

By *THOMAS MORTIMER*, Esq;

Formerly his Majesty's VICE CONSUL at *Ostend*.

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L O N D O N:

Printed for R. BALDWIN; T. LONGMAN; B. LAW; S. CROWDER; T. CADELL; G. ROBINSON, and Co. T. EVANS; F. and C. RIVINGTON; J. SEWEL; D. STEEL; E. and R. BROOKE; W. OTRIDGE; WHIELDON and BUTTERWORTH; and W. LOWNDES.

M DCC XCII.



## A D V E R T I S E M E N T

From the EDITOR of the last, and of the present EDITION.

THAT Candour and Liberality, which has ever distinguished the *British* Nation, will render all Apology unnecessary, for the Liberty, the Editor ventures to take, of glorying in the very favourable Reception which has been given to the last Edition of this valuable Work. Had it been his own original Production, he could not more sensibly have felt the Satisfaction this Circumstance affords him. Delicacy, however, in that Case, might have confined him to a very concise, grateful Acknowledgement; but as the chief Merit of every Edition must be founded on the intrinsic Value of the extensive Plan projected and carried into Execution by the late venerable Mr. *Beaumont*, he may be allowed more freely to expatiate on the many Advantages which the mercantile World, and the Gentlemen of the Long Robe, have derived from it.

Being a Complete Commercial Code, it has afforded useful Information on all Subjects of Dispute respecting maritime and trading Concerns; and has occasioned many amicable Compromises and Adjustments, by Arbitration and References, without entering into tedious and expensive Litigations; but when Law-suits have been unavoidable, it has equally served as a Guide to able Counsellors, and to learned Judges on the Bench, who have frequently quoted the Precedents it furnishes of the Custom of Merchants, and of the Decisions of former Courts. This the Reader will find in a great Measure set forth in the Royal License for the exclusive Right to publish, granted to the Author, upwards of *Forty Years* ago; and after the Death of Mr. *Beaumont*, the Proprietors, encouraged by a continual Demand for the Work, grown into confirmed Reputation, constantly took every Step in their Power to improve the new Editions, down to the present Time; by instructing their Editor to make such valuable Alterations and Additions as the Revolutions in commercial Affairs; the modern Decisions in our Courts of Law; and the Increase of able commercial Writers, rendered essentially necessary.

The extensive Circulation and general Approbation of the Work in all Parts of *Europe*, and even in *Asia*, was noticed in the Advertisement prefixed to the last Edition, it shall not therefore be repeated; but with Respect to the present Edition, it may be proper to observe, that the final Settlement of the new Government of the *United States of America*, and the great commercial Revolution which established a Treaty of Commerce between *France* and *Great-Britain*, made it the Editor's ardent Wish, that a new Impression might be called for, at no great Distance of Time from the Dates of those important Events.

A Simplification of the Customs, so far as it goes, has been one happy Consequence of this unexpected new Connection with our reputed natural Enemies, and if no other national Benefit had been derived from it, this alone would have been sufficient to have done Honour to the Talents and Integrity of the present Administration. But in Justice to the Framers of the last Treaty of Peace with *France*, let it likewise be remembered, that the Basis of the Commercial Treaty, of the Consolidating Act, and of the Convention, was laid by them. All these Treaties are inserted in their proper Places.

To this Edition then, we have been enabled to add, not only those and other public Papers, such as the Treaty with *Spain*, &c. but likewise a complete Tariff of the Duties on Importation and Exportation, Drawbacks, Bounties, &c. which could

# ADVERTISEMENT.

could not even be attempted in any former Edition, on Account of the complex and perplexing Mode of collecting the Customs, before the Consolidating Act took Place.

With Respect to ancient Documents of Authority, the Forms of which have not undergone any Alteration whatever, they are preserved as they stood in the Original, being testimonials of the Care and Attention of the deceased Author, and Memorials of the great Number of Years, that his Book has been held in deserved Esteem.

Some Pages of obsolete Matter, such for Instance, as the Ordinances regulating the old Banks of *France*, established during the Minority of *Louis XV*; and other Papers of a similar Nature, have been rejected, and in their Stead, new and interesting Subjects of the present Day have been introduced, which will be easily found in the general Contents, and in the Index. Unwilling, therefore, to descend to Particulars, we shall only mention the last Regulations of the Corn Trade, and the latest Decisions upon that most important Concern, the Circulation of *Accommodation Bills of Exchange*, with fictitious Endorsements.

To the List of modern commercial Writers, mentioned in the last Edition, as having afforded great Assistance to the Editor, he has now to add the new Edition of *Cooke's Bankrupt Laws*. *The Reports of Cases adjudged in the Court of Chancery by William Brown, Esq*; down to last Trinity Term 1791. *Kyd's Treatise on the Law of Bills of Exchange and Promissory Notes*. *The Term Reports*, &c. From all these Compilations, he has extracted whatever was essential to complete his own; and always with a candid Acknowledgement of the Obligation; a fair Practice, which he takes this Opportunity to recommend to those, who have most copiously borrowed from the every Edition of *Lex Mercatoria*, without any Restriction on the Part of its respectable Proprietors.

A new Arrangement was judged necessary with Respect to the *Customs*, which transposed to the Close of the Work, with a View to annex further Regulations of Government, which have been daily expected.

Finally, as the public Funds are now generally considered to be the Barometer of our national Prosperity, which is reputed to increase or decrease, as they rise or fall in any great Degree; and most of our Merchants are deeply interested in them, for themselves, and their foreign Correspondents, the last general Statement of them, as delivered into Parliament, forms one very important Article of the Appendix.

London, January 1st, 1792.

T. M.

THE



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LEX MERCATORIA REDIVIVA

CODE OF INTERNATIONAL LAW

General Guide to the Law of Business

THE AUTHOR OF THE  
"LEX MERCATORIA REDIVIVA"  
AND THE "CODE OF INTERNATIONAL LAW"  
OF THE "GENERAL GUIDE TO THE LAW OF BUSINESS"

AN ATTEMPT IS MADE TO BRING TOGETHER  
THE SEVERAL BRANCHES OF THE LAW OF  
BUSINESS AND COMMERCE, AND TO SHOW  
THEIR CONNECTION WITH THE  
GENERAL PRINCIPLES OF THE LAW

A SECOND EDITION, WITH  
CORRECTIONS AND ADDITIONS, AND  
A NEW PREFACE, BY THE AUTHOR

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Printed by J. B. Lippincott & Co.,  
15 North Second Street, Philadelphia,  
Pa.



AN  
HISTORICAL DEDUCTION  
OF  
TRADE AND COMMERCE,  
FROM THEIR ORIGIN.

**I**T is essentially necessary for the better understanding of this historical Deduction, that we should define the Distinction between the Terms **TRADE** and **COMMERCE**, according to their general Acceptation at this Day throughout the mercantile World.

**TRADE** is that Kind of Traffick which is carried on between the Members of any Community, great or small, inhabiting the same Ccountry; wherein Exchanges are made of one Commodity for another: In which Case, the Trade so carried on is usually called *Barter*; or wherein Purchases of Commodities are made from each other, through the Medium of Money, or its Representatives Bills, Notes, Bonds, and other *Paper Securities*.

**COMMERCE** is that Intercourse with foreign Nations, which is carried on from one Country to another by Means of Navigation; either for the Exchange of Commodities, or for the Sale or Purchase of them, through the Medium of Money. Commerce then, has its Basis in Navigation, and is supported by **EXPORTS** and **IMPORTS**, whereas simple Trade may be transacted independent of these Elements of Commerce, and herein chiefly consists the Difference.

**TRADE** is almost as old as the Creation; a very small Increase of Mankind proved its Utility, and demonstrated the natural Dependence our Species had upon one another: Their Occupations were, by the wise Disposition of Providence, suited to their Wants; and the diligent Discharge of the one, by his Blessing, rendered sufficient to supply the moderate Cravings of the other; and though Tilling of the Earth, or Feeding of Flocks, were the sole primevous Labours, yet, limited as they were, they could not be exercised by the first Race of Men with that Comfort their great Creator designed them, without a mutual Correspondence and Traffick, as the Husbandman's Subsistence would have been poor without the Grasser's Help, and the latter's comfortless, under the Want of Corn, Fruits, and Pulse to his Milk; this led them to an Exchange of Commodities; and thus Trade commenced in the Infant World, and so continued whilst our *Progenitors* could content themselves with these Riches of Nature, and were not obliged by a growing Posterity, to alter their Method in disposing of them. But when this became the Case, buying and selling through the Medium of Money was invented and adapted in Lieu of *Barter* by most Nations, and Commerce has been so handed down to us, with the Exception of those Savages to whom the Use of Coin has hitherto remained unknown, and whose Traffick is still carried on in its primitive Way, though not always with its native Simplicity.

## AN HISTORICAL DEDUCTION OF TRADE

But before this Alteration, occasioned by the great Increase of Mankind, their Desires were easily satisfied, as their Wants were the Boundaries of them; they contentedly made the Fleece of their Sheep serve them for Cloathing, and their Hunger found a ready Supply from their Gardens and Flocks; a neighbouring Spring slacked their Thirst; and a Tree, or a Tent, was sufficient to defend them from the Inclemencies of Weather, in those Climes where the first Race was settled. Their Labour procured them a satisfactory Support, and the Products of the Earth and Cattle supplied them with the common Necessaries and Comforts of Life; till the Contamination of Vice introduced Fraud, and this gave Birth to Avarice and Violence; the Stronger began to invade the Weaker, and as separate Property could only be maintained by Force and Policy, Cities were built, and Governments formed; and when by this Means an aggregated Number swelled to too great a Magnitude, to have their Necessities supplied by neighbouring Territories, they were compelled to seek for remoter Helps, by Commerce, destroying those halcyon Days, pregnant with the Blessings of Health and Peace, by the Introduction of Luxury and Excess, which spreading in Proportion to the Extension of Commerce, carried with them a long Train of Mischief and Diseases, quite changing the Face of the primeval Golden Age, so replete with Quiet and Tranquillity; Distempers and Disquiets flowed in from this Defection; and our unhappy Forefathers no sooner quitted the Rules of Abstinence and Moderation, than they found this Deviation and Change productive of a thousand Ills, destructive to the Ease both of Mind and Body. But though these were the fatal Consequences of Commerce abused, yet the Growth of Mankind, and the peopling thereby of different Parts of the Earth, rendered the Continuation of it absolutely necessary for their Comfort and Support; and Life itself would have proved burthensome, without this Intercourse of mutual Assistance, which, in Process of Time, encreasing as Mankind did, and Men's Views and Designs being extended in Proportion to their Desires, Commerce was no longer limited to the providing the Necessaries and Luxuries of Life, but Profit was sought in, and became a Motive to the carrying it on; which, however, might occasionally have promoted both Unity and Charity among Men, had the Correspondence been conducted with that Sincerity it ought; and by this Means might have been rendered productive of those reciprocal Benefits and Advantages, that naturally accrue from the supplying the Wants of one Country, with the Superfluities of another. And though the Degeneracy of Mankind has prevented the first Principles of Commerce leading to Happiness having the intended Effect, by intermixing Cozenage and Deceit in their Dealings, and, for many Ages past, has made *Ambition* and *Avarice* the chief Motives to the Continuance and Extension of Commerce; yet these sinister Designs have accidentally proved very beneficial to latter Ages, as it is probable, that without such Excitements, the greatest Part of the World had still remained unknown to us; but, pushed on by the Desire of Gain, in order to support the one and satisfy the other, Men have made many Discoveries which lay hid for Ages, disregarding the Risks they ran, and the Inconveniencies they suffered, whilst they considered themselves in the Road to Riches and Preferment: The pleasing Prospect animated them to fresh Engagements, and the Succession of these opened to us the wide Field for Commerce that now lies before us; whatever then were the Motives to the daring Enterprizes of former Ages, we of the present are generally indebted to the Undertakers of them, for many of the Comforts and Conveniencies of Life. And my Design in the Remainder of this Chapter being to shew the Advantages we receive from their Labours, and to deduce the Growth and Progress of Commerce from the small Beginnings I have mentioned, I shall point out the beneficial Influence it always had, and still has, on human Affairs; and shew that all Nations have increased in Strength and Power, or remained weak and abject, in Proportion as they have encouraged or neglected Commerce; which is now become an universal Instrument that offers itself to every one, for the Improvement of his Fortune, and from whence the most flourishing States derive their Strength, Sovereigns their surest Revenues, and private Men the Establishment of their Families in Ease and Splendor.

Whoever runs over all the Ages of the World will find, that the Histories, even of the most warlike Nations, will furnish him with more interesting Accounts of their Commerce than of their Conquests.

If the greatest Empires were established by Valour and the Force of Arms, they were made firm, and supported, *only*, by the Succours, which Trade, through the Labour and Industry of the People, furnished them with; and the Conquerors would soon have languished, and perished with the Conquered, had they not, as the Scripture expresses it, converted the Iron of their Arms into Ploughshares, and had Recourse to Riches, which *Agriculture, Manufactures, and Commerce* produce, in order to preserve and improve, by the tranquil Arts of Peace, the Advantages acquired in the Horrors and Tumults of War.

In Proof of the above general Assertion, of the Utility and Excellence of Commerce, let us look back into the first Ages of the World, and bring the History of it down to our Times.

Mons. HUET\*, the learned Author of that excellent Book, entitled, *A History of the Commerce and Navigation of the Ancients*, seems persuaded, that the Phenicians were the first Navigators in the World; though many think the late ingenious Dr. GARCIN, better founded in assigning it to the *Arabians*, in the little Tract he communicated to the Publick on that Subject. I shall not presume to offer my Sentiments on so intricate a Subject, after what has been advanced by those learned Authors; but shall lay before my Readers the Reasons they assign for their different Conclusions, from which they may draw Motives for fixing their own Judgement, on the Side they think most agreeable to Truth. I shall begin with the Opinion of the first of these great Men, and conclude with that of the latter.

The PHENICIANS, whose Capital was the City of TYRE, are the first that present themselves on examining the History of the Ancients; and they will sufficiently prove, to what a Height of Glory, Grandeur, and Riches, a Nation is capable of attaining by the sole Resources of Commerce.

COMMERCE  
OF THE  
TYRIANS.

These People, according to HUET, only occupied a narrow Border along the Sea-Coast, and Tyre itself was built on an ungrateful barren Soil, which, when most fruitful and productive, was insufficient to support that great Number of Inhabitants, which the first Successes of Commerce had brought thither.

Two Advantages, however, indemnified this Defect; they had excellent Ports on the Coast of their little State, particularly that of their Capital; and they were born with so happy a Genius for Commerce, as to be commonly associated with the *Egyptians*, in the Honour done these latter, by supposing them the Inventors of *Naval Commerce*, particularly that of long Voyages.

The Phenicians knew so happily how to profit by these two Advantages, that they soon became Masters of the Sea, and of Commerce. Lebanon, and the other neighbouring Mountains, furnished them with excellent Wood for the Construction of their Ships; and they had in a short Time numerous Fleets which ran the Hazards of unknown Voyages to establish their Commerce; and their People multiplying almost to Infinity, by the great Number of Strangers, which the Desire of Gain, and the sure Occasion of enriching themselves, drew to their City, they found themselves in a Condition to send out many Colonies, particularly that famous one of *Carthage*, which preserved the Phenician Spirit of Traffick, and did not yield to Tyre itself in its Commerce, whilst it greatly surpassed it in the Extent of its Dominion.

The Degree of Glory and Power, to which the Navigation and Commerce of Tyre had raised it, rendered it so famous, that the Report of prophane Authors would hardly be believed destitute of Exaggeration, had not the Prophets themselves spoke of it with still greater Magnificence; so that the Description of its Grandeur, of its Forces, and the almost incredible Number of its Vessels, Merchants, and Merchandizes, makes one of the most beautiful Passages in the Prophecy of *Ezekiel*, which could not possibly be forgot, when we are speaking of the Excellence of Commerce, and its Splendor. The Prophet *Isaiah* likewise says, That Tyre is the common City of all Nations, and the Centre of all Com-

\* Formerly Bishop of Avranches or Salsens in France.

merce; and in a Word, is the Queen of Cities, whereof the Merchants are Princes, and which has for Traders the most illustrious Persons of the Earth. Such was the ancient *Tyre*, when she fell, or sunk, under the Arms of *Nebuchadnezzar*, after a Siege of thirteen Years. It is true, that Providence had secured an Asylum and Resource to the Inhabitants of this unfortunate City; for the *Tyrians*, during so long a Siege, had both the Precaution and Time to fortify a neighbouring Island, where they established their maritime Forces, and where their Merchants retired with their Stores and Merchandizes, and there continued so flourishing a Traffick, that the taking and ruining of their first City, did not destroy their Empire of the Sea, nor the Reputation of their Commerce.

It was this new City of *Tyre*, which, trusting in its Riches and Puissance, dared afterwards to resist *Alexander the Great*, already Master of one Part of *Asia*, and had like to have interrupted, for some Time, the Course of his Victories; but in Reward for its Temerity, it was entirely destroyed by the Conqueror; and, to the End there might remain to it no Hopes of being a second Time restored, he removed its Marine and Commerce, transferring them to *Alexandria*, a new City that its Founder intended to make the Capital of the Empire of *Asia*, of which he then meditated the Conquest.

COMMERCE  
OF THE  
CARTHAGI-  
NIANS.

Whilst the old and the new *Tyre* experienced these great Revolutions, *Carthage*, a *Tyrian* Colony augmented its Forces by Commerce, and thus became enabled to dispute with *Rome* the Empire of the World.

Those new *Africans* soon reaped the Benefits, which the happy Situation of their City offered, and profited by the Genius for Navigation and Commerce, which they had brought with them from *Phœnicia*; they made their Fleets and Merchants pass on one Side to the Ocean, beyond the Pillars of *Hercules*; and, on the other, along the whole western Coast of *Europe*; and, if some Authors may be credited, their Pilots and their Merchants even had the Boldness, or good Fortune, to be the first that penetrated as far as the unknown Lands, the Discovery of which, many Ages afterwards, has done so much Honour, and brought so much Profit to the *Spaniards*.

The *Carthaginians*, totally occupied in their Commerce, never thought, till too late, to avail themselves of the immense Riches, which they had amassed by this Means, to extend their Dominion abroad; however, their being unseasonably tired of their pacific State cost them dear.

Their City, which Commerce had peopled with above seven hundred thousand Inhabitants, was soon deserted, to furnish their Armies with Troops and Recruits. Their Fleets, accustomed solely to carry their Merchants and Merchandize, were now only loaded with Soldiers and warlike Stores; and of their wisest and more fortunate Traders were formed those Chiefs, and Generals of Armies, which were destined to make *Rome* tremble, and put *Carthage* in a Condition to become the Mistress of the World.

The renowned military Exploits of the *Carthaginians* in *Sicily*, *Sardinia*, *Spain*, and particularly *Italy*, under the famous *HANNIBAL*, and also the Disorder of their Affairs by the Victories of the two *SCIPIOS*, are Facts well known, and are of too little Import to the Matter of which we treat here, to call for any Detail of them. I shall, therefore, only add, that Commerce had raised *Carthage* to so high a Degree of Riches and Power, as obliged the *Romans* to carry on a cruel and doubtful War for fifty Years; to subdue this Rival; and, in fine, triumphant *Rome* believed she could not entirely subjugate and reduce her by any better Means, than cutting off those Resources which she might yet find in Commerce, and which, during so long a Time had supported her against all the Forces of the Republick.

It was, in Effect, that Resolution of the Senate which decided the Fate of *Carthage*; and the *Carthaginians* themselves were so terrified, that having apprehended by this Design, they should be obliged to give up their Fleet, and to retire inland five Leagues from the Sea, they chose rather to expose themselves to the Hazards of the third *Punic* War, so fatal to them, than to renounce so easily the only Hopes that could remain to them in their Misfortunes, and voluntarily consent to see their Commerce pass to *Utica*, where they knew the *Romans*, to achieve their Ruin, proposed to transfer it, as we have said *Alexander* did



did that of *Tyre*, to the new City he had given his Name to, when he determined to punish the *Tyrians* for having dared to retard his Conquests.

ALEXANDER lived too short a Time to be Witness of the happy and flourishing State, to which Commerce would elevate this last City. The *Ptolemies*, who, after his Death, had *Egypt* for their Part of his Conquests, took Care to support the *Infant Trade* of *Alexandria*, and soon brought it to such a Degree of Perfection and Extent, as to bury in Oblivion both *Tyre* and *Carthage*, which, during so long a Time, had carried it on, almost alone, and had re-assembled to them the Commerce of all other Nations.

COMMERCE  
OF THE  
EGYPTIANS.

The rapid Success of the Commerce of *Alexandria*, ought not to occasion much Surprise, when Reflection is made on its happy Situation, which rendered it so commodious to be the Depository of all Merchandizes from the East and West; and to maintain the Empire of the Sea, the surest Means of surpassing all other Nations in Wealth and Power.

This famous City had on one Side a free Commerce with *Asia*, and all the East, by the *Red Sea*; the same Sea and the *Nile* gave her Entrance into the vast and rich Countries of *Ethiopia*. The Commerce of the rest of *Africa* and *Europe* was open to her by the *Mediterranean*; and, if she would carry on the interior Commerce of *Egypt*, she had besides the Convenience of the *Nile*, and Canals made by the Hands of Men, Works immortal, and almost incredible, of the first *Egyptians*, with the Advantage of Caravans, so convenient for the Safety of Merchants, and for the Transportation of their Merchandizes.

Add to these, a large and safe Port, where foreign Vessels arrived from all Parts, and whence departed incessantly the *Egyptian* Vessels, which carried their Merchants and Commerce to all Parts of the then known World.

It was this Conveniency of depositing Merchandizes at *Alexandria*, that spread through all *Egypt* those immense Riches, which rendered their Kings sufficiently powerful to support themselves, for more than a Century against the *Romans*, who endeavoured, from Time to Time, to subdue so fine a Kingdom: Riches so considerable, that Historians affirm, that the Product only of the Customs of Importation and Exportation, upon the Merchandizes that passed the Custom-Houses of *Alexandria*, amounted annually to more than thirty Millions of *Livres*, or about 2,250,000 *Sterling*, though the major Part of the *Ptolemies* were moderate in the Imposts which they laid on their People.

Before the Battle of *Actium*, the *Romans* had always found, in the Spoils of the Nations they had subjected, from whence to fill the Treasury of the Republick, and, at the same Time, to furnish a Sufficiency for the Expences, in which the Plan of an universal Monarchy continually engaged them.

COMMERCE  
OF THE  
ROMANS.

These Resources beginning to fail them, the Commerce of *Egypt* seemed very proper to support, by its Riches and Credit, the Reputation and Empire of *Rome*.

From the Time that *AUGUSTUS* had reduced this Kingdom to a Province, he earnestly endeavoured to make the Commerce of *Alexandria* flourish more than ever, and at the same Time he augmented that which the *Egyptians* had carried on in *Arabia*, the *Indies*, and to the most remote Parts of the East, by Way of the *Red Sea*.

*Alexandria* become *Roman*, was only inferior to *Rome* itself, in Grandeur and in Number of Inhabitants. The Magazines of the Capital of the World were no longer filled but with the Merchandizes which came to it from the Capital of *Egypt*; and very soon neither *Rome*, nor all *Italy* subsisted, but by the Corn and other Provisions brought to it by the Merchants and by *Egyptian* Fleets; and that in so great a Quantity and Abundance, that *Josephus* affirms, though doubtless with some Exaggeration, that *Alexandria* yielded more Riches to the Treasury of *Rome* in one Month, than all *Egypt* in a Year: Though, if *Pliny's* Calculation is to be credited, the Profits of the Commerce of *Egypt* amounted yearly, for *Rome*, to 125,000,000 *Crowns*, or about 28,125,000 *Sterling*; that is to say, a hundred Times more than the *Romans* employed, whose ordinary Expences did not amount to above 1,150,000 *Crowns*.

This great Commerce, which soon caused that of all the other Provinces of the Empire to flourish, augmented incessantly, and made the Senate determine to maintain it, by the Corporations established in *Rome*, for Trade and Traders,

by the Laws which it made in their Favour, or rather by those of the *Rhodians*, which it adopted, and which are long since become a Part of the Law of Nations, for the *Navigation and Commerce* of the *Mediterranean*, by the Magistracy it charged with their Execution, and by the Protection which it afforded to Merchants, as well Strangers as *Romans*, throughout the Empire.

*Alexandria*, notwithstanding, had, in the End, the Fortune of *Tyre* and of *Carthage*. Commerce had raised her, and the Fall of her Commerce overfet her. The *Saracens*, who seized on *Egypt* in the Reign of *Heraclius*, having by their Ferocity driven away the Merchants, who love Tranquillity and Peace, this City, which then held the first Rank after *Rome* and *Constantinople*, hardly preserved any Thing of its ancient Splendor; and though it afterwards regained some Vigour under the Sultans, and enjoys the same now from the Christian Nations which carry on the Commerce of the *Levant*, it is, however, no longer possible to know again that ancient *Alexandria*, once so famous, and which by its Commerce was, for so long a Time, the Glory and Support of an Empire, that, in Truth, was founded by Arms, but received its principal Strength from Commerce.

COMMERCE  
OF THE  
GAULS,

Before we proceed to treat of the Commerce of the Moderns, we will yet add some Examples of the *Gallick Cities*, which were formerly rendered famous by the Enterprizes of their Merchants.

*Marfeilles*, the most ancient Ally of the *Romans*, equally celebrated for its Antiquity, for the Wisdom and Equity of its Senate, for the Sciences taught in its Academies, for the many Colonies it established, and for the Wars it gloriously maintained against so many different People, jealous of its Riches, was indebted only to its Trade for these Advantages; and it was solely by the Means of Commerce, that it arrived, in so short a Time, to that high Point of Respect and Power, which rendered it for a long Time, the Arbitrator of the neighbouring Nations, who were drawn there to learn the Arts and Politeness of *Greece*, which its first Inhabitants brought from *Asia*, when they left it, to settle among the *Gauls*.

The Example of *Marfeilles* soon animated the greatest Part of the *Gallick Cities* to engage in Commerce, more especially those that were situated upon the same Sea, or that were not far distant.

*Arles* became famous for its Experience in Navigation, and for its Ability in the Art of building Ships. It likewise distinguished itself for the Invention of divers Manufactures, and above all, its Works in Gold and Silver gave it a great Reputation.

*Narbonne* even yet exceeded *Arles*, and, so long as its Port existed, it saw Fleets arrive from the *East*, from *Africa*, *Spain*, and *Sicily*, laden with all Sorts of Merchandize; whilst the Inhabitants on their Side equipped their own Ships to carry abroad the Products of their Country, or the Manufactures produced by their Industry.

When the Alteration of the Course of the River *Aude* had occasioned its deserting the Port of *Narbonne*, *Montpellier* took the Advantage of that Change, and this last City received in her own, Ships from all Parts of the *Mediterranean*, which arrived before in that of the first mentioned.

There was yet reckoned among the Number of the *French Cities*, situated on this Coast, which Commerce had rendered flourishing, though in a very inferior Degree to those just now mentioned, *Agde*, *Toulon*, *Anteb.*, *Frejus*, and *Ague-Morte*, particularly the last, before the Sands of the *Rhone* had left it at a Distance from the Sea; and no one can be ignorant, that even in the Time of *St. Lewis*, this was the Port where the Embarkations were made for the holy Wars, and that it was the Merchants of this Place who furnished that Monarch with the greatest Part of the Ships that composed the numerous Fleet which he fitted out in the last Years of his Life for his Expedition against *Tunisia*.

The *Gallick Ocean* had likewise its Ports and Cities for Trade, of great Reputation; as *Bordeaux* in *Guyenne*, *Vannes* and *Nantes* in *Bretagne*, and the famous *Cerbillon*, now unknown, which *Strabo* places near the Mouth of the *Loire*.

## AND COMMERCE, FROM THEIR ORIGIN.

In fine, in the inland Country was *Lyons*, a City at this Time famous for its *Trade*, where, if we may believe some Authors, there formerly assembled no less than sixty Nations to treat of their *Commerce*, and which, from that Time, by its happy Situation at the Confluence of the *Rhone* and *Saone*, extended its Intercourse from the *Ocean* to the *Mediterranean*, and was become as a general Staple or Storehouse for all the *French* Merchandizes, without reckoning the *Commerce* which she carried on in all the *Levant*, and particularly in *Egypt*, by Means of the Correspondencies which she had with *Arles* and *Marseilles*.

Let us now pass from the ancient History, to those of the middle Ages and latest Times, and these two Histories will furnish us with Facts, which will not be less interesting, nor less glorious to *Commerce*, than those of which Antiquity has taken Care to preserve to us the Memory.

RE-ESTABLISHMENT  
OF  
COMMERCE  
IN THE  
WEST.

Though the *Romans*, as we have seen, cultivated and improved the *Commerce* of *Egypt*, after that Country became one of their Provinces; yet in general they were not a People possessing the Spirit of *Commerce*, they rather supplied the Want of native Industry by their attachment to military Glory, and they provided themselves with the Luxuries of other Nations by conquering and plundering them. The Accounts of the immense Treasures they brought home, after subduing the richest Countries of the then known World, almost surpass the Bounds of Probability; but they are so well authenticated, that they must find a Place here as Memorials of the Splendor of ancient *Rome*.

*Julius Caesar*, upon his Conquest of *Gaul*, *Africa*, *Egypt*, and *Pontus*, is said to have had at one Time carried before him in his Triumph, Vessels of Gold and Silver, computed by modern Authors to have been equal in Value to twelve Millions Sterling, which were deposited in the publick Treasury; also 1822 Gold Diadems, weighing 15,023 Pounds, independent of the vast Treasure which belonged to him as General. Their Pro-consuls were likewise continually sending or bringing home, from the conquered Provinces of the East, immense Riches in Gold and Silver, precious Stones, and every Article rare or excellent for Cloathing, Furniture, Tables, and Equipages, and for the Decoration of their publick Buildings. The Palaces, Estates, and Revenues of many of the first Citizens of *Rome* equalled those of Sovereign-Princes. *Lentulus*, *Craffus*, and others had Estates worth three or four Millions. The Emperor *Nero's* Donations at sundry Times are by some computed to have amounted to 17,760,000l. Sterling; and it is recorded, that he paid for a single Carpet the Sum of 32,000l. Some *Roman* Ladies are said to have paid 3,000l. for a single Piece of Linen; and *Lullia Paulina*, when dressed in all her Jewels, wore to the Value of 322,000l. Sterling. Yet these immense Luxuries not being employed in Circulation, through the various Channels of *Commerce*, were in a great Degree to be considered as a dead Stock locked up in the Houses of Individuals; and as the Sloth, Luxury, and Effeminacy of the Emperors, the Magistrates, and the People increased with them, it was soon found by sad Experience, that the Empire could not sustain the vast Expence of her civil and military Establishments without Industry, without Manufactures, without Trade, to support general *Commerce*. Its Dissolution was the Consequence of Relaxation from the Principles of Industry, Sobriety, and Oeconomy, the Basis of the durable Prosperity of Commercial States.

The Fall of the *Roman* Empire drew after it that of all the People who had submitted to it. The Inundation of the *Barbarians*, so fatal to the Sciences and polite Arts, was not less so to *Commerce*; and, if the Learned saw their Libraries, and the finest Works, sacrificed to the Flames, by People equally brutal as ignorant, the Merchants had not more Power to save from their Fury, either their numerous trading Fleets, with which they covered both the one and the other Sea, nor the vast Magazines, which they had always full of the most useful and rich Merchandizes.

So that whilst these fierce Nations, were fighting with the *Romans*, or whilst they were disputing among themselves the Possession of the Countries they had usurped, all their *Commerce* consisted only of the Spoils of the Vanquished; and they had no other *Trade* than the sharing of those immense Treasures, they found amassed in all the Towns of the Empire, which they sacked, and particularly

ticularly in the Capital, which was more than once exposed a Prey to their Fury and Avarice.

But after the bravest and most fortunate of these Barbarians had formed powerful Monarchies from the Ruins of the Roman Empire: When they were established, some among the *Gauls*, as the *Franks*; others in *Spain*, as the *Goths*; and others in *Italy*, as the *Lombards*; they soon learnt from the People they had subjected, and with whom they afterwards associated, the Necessity of Commerce, and the Manner of carrying it on with Success; and they became so skilful, that some of them were in a State or Capacity of giving Lessons to others; for it is to the *Lombards* that the Invention and Use of Banks, of Books with double Entries, of Exchanges, and a Number of other ingenious Practices, which facilitate and secure Commerce, are commonly attributed.

It does not appear very certain who were the People of *Europe*, who, after the new Masters had divided it, and restored Peace, applied themselves first to Commerce, and made it flourish.

Some Injunctions of *Charlemagne*, and of *Louis le Debonnaire*, might make it believed, that it was by *France* that Commerce re-established itself in the *West*, and the Laws that those two Princes made, either to hinder their Subjects from a contraband Trade with their Neighbours, or to ease the Merchants who trafficked in the interior Parts of their Estates, from the new Impositions which they would have laid on their Merchandizes, at least shew that the *French*, before the eighth Century, did not carry on an inconsiderable Trade, either within or without the Kingdom.

There is, however, an Appearance, that the Civil Wars, which were so frequent under the Reign of *Debonnaire*, and during that of his Children, soon interrupted the first Success of Commerce, revived in *France*, and the Incursions of the *Normans*, who, almost at the same Time, laid waste the *French Empire*, having entirely destroyed Trade; the *Italians* had a Juncture to acquire the Glory of being its new Restorers, as they ought to have that of afterwards recalling the liberal Arts and Sciences, which had been banished ever since the dismembering the Roman Empire.

It is therefore to the People of *Italy*, particularly to those of *Venice* and *Genoa*; that the Re-establishment of Commerce is indebted; and it is also to Commerce that these two famous Republicks, which have been so long Rivals, owe their Glory and Power.

COMMERCE  
OF THE  
VENETIANS.

In the Bottom of the *Adriatick Sea*, there were a Quantity of small marshy Isles, separated only by narrow Canals, but covered and secured by divers Morasses, which rendered the taking them almost impracticable. Here some Fishermen retired, and lived on the small Traffick which they made with their Fish, and the Salt they drew from the Ponds on some of these Isles.

It was these Islands which served for a Retreat to the *Venetians*, a People of that Part of *Italy* situated along the Gulph, when *Alaric* King of the *Goths*, and afterwards *Attila* King of the *Huns*, came to ravage *Italy*, particularly after the last, who highly merited the Name of the Scourge of God, which he gave himself, had taken *Padua* and *Aquila*, and reduced them to Ashes.

These new Inhabitants of the Morasses did not at first compose any Body Politic, but each of the seventy-two Isles of this little Archipelago had, for a long Time, their proper Magistrates, and, a Kind of separate Sovereignty.

When their Commerce became so flourishing as to give Jealousy to their Neighbours, the *Venetian Islanders* thought of forming themselves into a Republick, and it was this Union, first begun in the sixth Century, but not perfected till towards the Middle of the eighth, which laid the most solid Foundations of the Power and Commerce of the *Venetians*, particularly that of the last, which, during more than four Ages, had not its Equal in all *Europe*.

Before the Union of the Isles, the Commerce of their Inhabitants spread but little beyond the Coasts of the *Mediterranean*; but the Establishment of the new Republick having given Courage and Strength to their Merchants, their Fleets were in a short Time seen to visit the most distant Parts of the Ocean, and afterwards those of *Egypt*; and by the Treaties made with the Sultans, under the Pope's Approbation, secured the Article of Spices, and other rich Merchandizes



dizes of the East, which they were to purchase at *Cairo*, a new City the *Saracen* Princes had built on the Banks of the *Nile*.

The Riches of the *Venetians* increased to such a Degree, by the Commerce with *Egypt*, that they thought themselves strong enough to undertake some Conquests, and to form, from the taking a Number of important Towns, what they called their State of *Terra Firma*, which rendered them yet more considerable in *Italy*, though they lost part of it, after the famous League of *Cambray*.

Animated by these first Successes, and supported by the Resources of their Commerce, and by the inexhaustible Funds, which their Merchants were capable of furnishing to the Treasury of the Republic, *Venice* happily carried her Arms yet farther, and extended her Conquests on the Side of the *Morea*, and in many of the principal Isles of the *Mediterranean* and *Archipelago*, which she subjected to her Dominion; and, to complete her Renown, she had a great Share in almost all the *Croisades* which were made for the Recovery of the Holy Land, or for the Succour of the Christians of the *Levant*, as well as at the taking of *Constantinople*, and the Conquest of the best Part of the *Grecian Empire*, which passed under the Dominion of the *French* Princes, in the Beginning of the thirteenth Century.

*Venice* was in this State of Prosperity and Glory when she experienced the Lot of so many powerful Cities, which the Fall of their Commerce had either ruined or weakened; she found, in the Diminution of her own, the fatal Term of that Power which had given Umbrage to so great a Number of Princes combined to her Destruction, who signed the Treaty of *Cambray* in 1508; and two of her most celebrated Historians take particular Notice that their sage Senate had not had so much Trouble to re-establish their public Affairs after the famous Battle of *Aignadel*, but because the Republic could not any longer find the same Resources as heretofore, in the Commerce of the Merchants, already greatly enfeebled by the Loss of that of the Spices, which the *Portuguese* had begun to carry from them, and which was also diminished from another Side by the *Provincials*, particularly by those of *Marseilles*, who became in greater esteem than the *Venetians* at *Constantinople*, and in the principle Sea-Ports of the *Levant*, and who knew so well how to maintain their Credit, that very soon all the Commerce of those Parts was carried on only under *French* Colours.

*Genoa*, which had re-commenced an Application to Commerce, at the same Time with *Venice*, and had not been in any Degree less fortunate in making it flourish, was, for a long Time, a troublesome Rival, who disputed with the *Venetians* the Empire of the Sea, and who shared with them the Commerce, they carried on to *Egypt*, and all the other Ports of the *Levant*, and of the West.

A Jealousy was not long in breaking out, and the two Republics having come to a Rupture, it was not till after three Centuries of an almost continual War, only suspended by some Treaties, that the *Genoese*, commonly superior to the *Venetians*, lost, about the End of the fourteenth Century, their Reputation and Superiority at the Battle of *Chioggia*, where *ANDREW CONTARINI*, *Doge* and General of the *Venetians*, secured to his Republic, by a happy Desperation, the Honour of an unequal combat, which decided for ever a Quarrel so famous, and restored to *Venice* the Empire of the Sea, and the Superiority of Commerce which were the Rewards of a Victory so unexpected.

*Genoa* was never able to recover its Loss, and victorious *Venice* enjoyed for a whole Century its Advantages, both in Commerce and War; but, in fine, these two Republics, although very unequal for the Rank which they hold now in *Europe*, and for the figure they make, attained a Sort of Equality in Commerce, with this Difference, however, that the *Venetians* carried on a greater than the *Genoese* in the *Levant*, and the *Genoese* a more considerable one than the *Venetians* in *France*, *Spain*, and other Christian States in *Europe*.

The wild, enthusiastic Expeditions of the Crusaders for the Recovery of the Holy-Land from the *Saracens*, in the Eleventh and following Centuries; the Introduction of the *Distillery* into *Europe* in the twelfth Century; the Conquests of the *German Knights* of the Cross in *Prussia* and *Livonia*; all these Circumstances concurred to the Revival and Strengthening of Commerce in the meridional Parts of *Europe*. But, above all, the Institution of a Society of Merchants in the North,

COMMERCE  
OF THE  
GENOESE.

COMMERCE  
OF THE  
HANSEATIC  
TOWNS.

which not only brought it to all the Perfection it was capable of having, before the Discovery of the *East and West Indies*, but also began to give it those Laws it has continued to observe under the Name of *Uses and Sea Customs*, and to form a Sort of *Code*, the original of all those, which have been since made for Maritime Commerce.

This Society is the famous Association of the *Hanseatick Towns*, which is commonly believed to have begun at *Bremen* on the *Weſer*, in 1614.

It was not at first composed of more than the Towns situated on the *Baltick Sea*, or of those that were but little distant. Its Reputation and its Forces increasing, there were but few of the trading Towns in *Europe* which were not desirous of engaging in it. FRANCE furnished to the Confederation, *Rouen*, *St. Malo*, *Bordeaux*, *Bayonne*, and *Marseilles*; SPAIN, *Barcelona*, *Seville*, and *Cadiz*, ENGLAND, *London*; PORTUGAL, *Lisbon*; the LOW COUNTRIES, *Antwerp*, *Dort*, *Amsterdam*, *Bruges*, *Rotterdam*, *Ostend*, and *Dunkirk*; ITALY and SICILY, *Messina*, *Livorno*, and *Naples*.

The End of the fourteenth Century and the Beginning of the 15th were the most flourishing Times of this Alliance; it was then it presumed to declare War against Kings; and History has not forgot that which it made against *Waldemar*, King of *Denmark*, about 1348, and against *Eric* in 1428; particularly this last, when the *Hanseatick Fleet* was composed of forty Ships, with twelve Thousand regular Troops, exclusive of the Sailors.

The Policy of the Princes, whose principal Towns had entered into this Association, thought it ought to give Bounds to a Power, which began to grow suspicious, and which had not failed to become very soon formidable; the Means were easy and short; each one withdrew their Merchants from the Alliance, which, in a little Time (of that large Number of Towns of which it was composed in its greatest Power) found itself reduced to only those that had begun the Confederation; Towns, notwithstanding, still so powerful by their Commerce, that they were admitted to make Treaties with the greatest Kings, and particularly with those of *France*.

Some Towns of *Lower Germany* still preserve the Name of *Hanseatick Towns*, but, for the greatest Part, this is rather a Title with which they aim to honour themselves, than a Mark that they continue to carry on Commerce under the Laws and Protection of the Ancient Alliance, there not being now more than *Lubeck*, *Hamburg*, *Bremen*, *Rostock*, *Brunswick*, *Cologne*, and a few others, which are truly *Hanseaticks*, and of which the Deputies are found at the Assemblies, either ordinary or extraordinary, which they hold for the Common Interest of the Association.

The great Commerce which *Holland* carries on with the *Hanseatick Towns*, does not contribute a little to support them in a Part of their ancient Reputation; and it is particularly to the Alliance which they have with that powerful Republic, that they owe the Preservation of their Liberty; the Succours which some of them have received have more than once saved them from the Enterprizes of the Princes their Neighbours, who either pretend to have a Right over them, or were jealous of the Riches that their Merchants amass by Commerce.

It was also Commerce, and the immense Riches the *Dutch* acquired by it, that laid the first and most solid foundation of that Power, which has placed them in a Condition to give so great Succours to their Allies; and it is only to the Resources, which they have found in Commerce, that they owe that Degree of Strength and Credit, in which, at present, their Republic appears; a Credit so great and so well established, as has already, for a long Time, rendered it equal to Kings, and in some Sort the Arbitrator of their Differences.

The *Netherlands*, or *Low Countries*, now known by the names of *Austrian*, *French*, and *Dutch Flanders*; and the Seven United Provinces, forming the Republic of *Holland*, were anciently known by the Name of *Lower Germany*, or *Belgium*. They were reduced to a deplorable Condition after the Fall of the Western Empire, by the Ravages of the Barbarians, when, through Want of People, their Lands remained uncultivated. But about the tenth Century, by what means we know not, they began to make a Figure in Europe by the Manufacture of Woollen Cloths, with which they supplied *Britain* and *Germany*. The

COMMERCE  
OF THE  
DUTCH.

## AND COMMERCE, FROM THEIR ORIGIN.

11

The four natural Products of which the *British Isles* had a Superfluity were Wool, Leather, Tin, and Lead, and occasionally a fifth, *viz.* Corn. The Inhabitants of the *Netherlands* had little or no Superfluity of natural Products to export; they wanted most of those of other Countries, and they were supplied with them by Way of Barter for their Woollen Manufactures. *Baldwin* Count of *Flanders* about the Year 960, considerably improved the Inland Trade of the Country by the Establishment of Yearly Fairs or Markets, and Goods were permitted to be brought to them from foreign Countries free of all Duty.

In the fifteenth Century these Provinces passed under the Dominion of *Spain*, and were governed by the *Spanish* Monarchs with so much Severity, that in the End, they revolted from Philip II. who suffered his Governor of these Provinces to invade their religious and civil Rights, and seven of them by the powerful assistance of the immortal Queen *Elizabeth*, and other Protestant Powers, formed the famous Republick of *Holland*, which has since become one of the first commercial States of *Europe*.

The *Spaniards*, to stop the Progress of this new-born Republic. believed that hindering their Commerce would suffice, and to prohibit that which its Merchants had always continued notwithstanding the War in all the Ports of the *Spanish* Dominions.

The Project would have been effectual, for the *Dutch*, deprived of this Resource, would have found themselves reduced to the last Extremity, if the most daring of their Merchants had not taken the Resolution to go to the *East Indies*, to partake, if it was possible, with the *Portuguese*, then united with the *Spaniards*, the immense Riches which the *Oriental Trade* produced.

This Enterprize, which appeared far beyond the Power of these People, but ill fixed in their Liberty, or rather who still fought to obtain it, after some unsuccessful Voyages, was in the End fortunate; and they fitted out twenty Fleets in less than ten Years, which returned laden with Spices and other Merchandizes of the *Indies*, as well as with the Spoils and Booty of the *Spaniards* and *Portuguese*.

And, to prevent the Confusion and Disorder that so many different Companies which were daily forming, and that had nothing in common but the Object of their Commerce, might bring to it, it was then determined, by uniting them all together, to form the famous *Dutch East-India Company*.

This great Establishment was made in the Year 1602, and it is this that has served as a Model to so many other celebrated Companies, which have since carried on Commerce from *Holland* to all other Parts of the World, and particularly to the Ports of the *Levant*, *Africa*, the *West-Indies*, and, in one Word, to every Place, where business could be transacted: These able Merchants neglected not any, and they found in the less important, as well as in the more considerable, *Profits* and *Resources*, which ordinarily escaped the Notice of other Nations.

It is this *Commerce*, which may be termed universal, that collects together in *Holland*, an infinite variety of Merchandizes, which it afterwards diffuses throughout *Europe*.

It produces hardly any thing, and yet has wherewith to furnish other People all that they can have need of. It is without Forests, and almost without Wood, and there is not seen any where else so many Carpenters, which work in naval Constructions either for War or Merchandize. Its Lands are not fit for the Culture of wines, and it is the Staple or Mart of Wines, which are gathered in all Parts of the World, and of Brandies drawn from them. It has no Mines nor Metals, and yet there is found almost as much Gold and Silver as in *New Spain* or *Peru*, as much Iron as in *France*, as much Tin as in *England*, and as much Copper as in *Sweden*. The Wheat and other Grains that are there sown, hardly suffice for Nourishment to a Part of its Inhabitants, and it is notwithstanding, from hence that the greatest Part of its Neighbours receive them, either for their Subsistence or Trade; in fine, it seems as if the Spices grew there; that the Oils were gathered there; that it nourished the precious Insects which spin the Silks, and that all sorts of Drugs for Medicine or Dying were in the Number of its Products, and of its Growth; its Warehouses are so full, and its Merchants seem

to carry so much to Strangers, or so many Strangers come to load in *its* Ports, that there is not a Day, or it may be said, a moment, when Ships do not come in or go out, and frequently entire Fleets.

The Commerce of the *Russians*, a Commerce already so established and extended, and which we see increasing under our Eyes, merits without Doubt not to be forgotten in this historical Abridgment of the Progress of Trade, and of the Advantages which thereby accrue to those Nations that apply themselves to it.

The Situation of *Russia* is one of the happiest for Commerce, *its* Frontiers bordering on the *Coast* of *China*, give to it a Facility of carrying on Trade, in that vast and rich Empire, which re-unites, in some Sort, the whole Traffick of all the East.

On the Side of the *Caspian Sea*, there is offered to it, the Commerce of *Persia*, *Armenia*, and of the *East-Indies*; it may maintain a very considerable one with *Constantinople*, and the other States of the *Grand Signor*, by Means of the Ports, which it has, or which it may establish, on the *Euxine Sea*, and *Archangel* secures to it a great Traffick with *France*, *England*, *Holland*, the *Lower Germany*, and many other Nations.

In fine, to support this vast Commerce with Reputation, it is not deficient in rich Merchandizes, either of *its* own Product, or, at least, that are found there, both better, and in greater Abundance, than elsewhere; and, for the Transportation into *its* Provinces, of those which come to it from abroad, it has four great Rivers, whose Courses are near enough to be easily joined by Canals, and which discharge themselves into the four Seas, by which this grand Empire is in Part bounded, providing, as one may say, for bringing even into the Capital, the Spoils of all the rest of the World.

So many Advantages were for a long Time neglected by a Nation equally uncivilized and lazy, and where the natural Indolence was maintained for Ages, by the political Diffidence and Suspensions of the greatest Part of their Princes, which had prohibited them all Communication with Strangers.

It is true, that after the *English* had discovered, by a fortunate Chance, the celebrated Port of *Archangel*, all Nations, which carried on the Commerce of the North had a free Admittance into this Part of the Russian Dominions, but it was not properly till the glorious Reign of *Peter the Great*\*, that *Russia* knew her Strength and true Interest, in Regard to Commerce; and it is to this Monarch, always vigilant for the Glory of his Nation, and the Prosperity of his People, that it is indebted for having extended its commercial Intercourses to all Parts of the World, where other Nations of *Europe* have established theirs, and where till then, the Name and Empire of the Russians were hardly known.

It is to the Year 1697, that the Epocha of the Establishment of their Commerce ought to be fixed; a Year which should for ever be consecrated in the Russian Annals, since it was at that Time, that the political Voyage of the *Czar*, *Peter Alexowitz*, began, and that this Monarch formed the Grand Design of changing the Face of the Russian Empire, and, by introducing Commerce, to bring in also in its Train, *Politeness*, the Sciences, liberal Arts, and the many other Advantages, which are ordinarily the Fruits of them.

For the Execution of a Project so worthy of him that had conceived it, that famous Embassy, to which was given the Name of the *Grand Embassy*, which without Doubt it merited, on Account of the *Czar's* Presence, who determined to be there in Person, though *incognito*, and mixing in the Train of the Ambassadors, was seen to arrive in *Holland*, and afterwards pass over to *England*.

The Pretext was the Renewal of ancient Treaties: The true Reason was, that the Prince this Way found an Occasion to come and study in these two Nations, so skilful and fortunate in Commerce, the most sure Grounds of that, which he designed to establish in his own Dominions.

It was then, that Deprived of the Marks of Grandeur, and mingled with the most simple Workmen, he did not think it unworthy of his Rank, to employ his royal Hands in the same Works as they.

\* This great Prince was the first of his Country, who assumed the title of Emperor of all the Russias which was confirmed to him by the other sovereigns of Europe, who sought his friendship. He was the founder of St. Petersburg in 1721, and died in 1725.



Sometimes with the Mallet and Chiffel in Hand, he worked in the Yards at all Sorts of Naval Constructions, which could make the Marine flourish. At others, attentive to the Lessons of some skilful Pilot, he informed himself of the divers Points of Wind that reign at Sea, or learned the Manner of using the Compass, and Sea-Charts for a safe Navigation. At other Times, he took the Shuttle, and Studied, in the Manufactories, the Art of making those fine Cloths, which the *English* and *Dutch* had till then sold so dear to his Subjects. Sometimes also, by Conversation with the most able Merchants, he sought to penetrate into the Secrets of the *Bank* and *Exchange*, and to secure before-hand Correspondents at *London* and *Amsterdam* to the Bankers, whom he proposed to establish in the principal Towns of his Dominions. In fine, nothing escaped his Curiosity, from the Desire which he had to form his Subjects to Arts and Manufactures: And, as if he designed some Time or other to set up as a Master in the Fabrication of all Sorts of Works, he himself served a Sort of Apprenticeship, and was seen assiduous in the Work-Houses of the most able Artificers; here to handle the Iron with the Blacksmith, there cutting Wood with the Carpenter; in another Place, twisting Hemp with the Ropemaker; and in one Word, working at all the Trades which are necessary to support Commerce, and render it flourishing.

It cannot be expressed how many Establishments, favourable to Trade, and till then unknown to the *Russians*, were the happy Consequences of the curious Discoveries of a Prince so universally attentive to the Good of his People.

New Ports were opened in divers Parts of his Dominions, and that of *Peterburgh* now vies with *Amsterdam*.

On the Land Side, with numerous Caravans, the *Russians* made a Road across the vast Regions of *Tartary*, and being admitted at *Pekin*, they returned loaded with the richest Merchandizes of *China*, and the *East*.

The Junction of the *Baltick* with the *White Sea* is almost atchieved, by Canals cut in the Lands, with a Labour and Expence immense and truly Royal; and there are lately others dug to join these two Seas with the *Caspian*, by Means of the *Volga*.

But still a Variety of Regulations, and a Fund of sound Policy was wanting to bring Commerce and arts to an eminent degree of Perfection in an Empire so subject to Revolutions in its Government. These we have seen established by an admirable code of Laws, and in general, by the wise Administration of the reigning Empress, the renowned *Catharine II.* the liberal Patroness of Learning and the Polite Arts, who, adopting the best Parts of the Plan of *Peter I.* for civilizing his Subjects, sends a number of Youth annually at her own Expence to *England* and other Countries, to study Agriculture, Botany, Trade, the mechanic and polite Arts, in short, every Branch of useful Knowledge. At the same Time, she spares no Pains or Expence to attract skilful Artists, and able Workmen in every Class to her Country. Honours, Pensions, and large Emoluments are the Rewards of those who enter into her Service. However, it is the Duty of the *British* Legislature and the Magistracy to guard as much as possible against the Seduction of her Manufacturers. For the excellent Policy of this Princess may be as detrimental to the Trade and Manufactures of other Countries, as it is Beneficial to her own. Her Alliance is already become so formidable as to be contended for by the first Powers of *Europe*, and a Country which at the Beginning of the present Century had scarce any Weight in the Affairs of *Europe* bids fair to turn the Scale, into which she shall place her Influence or Interest. If her Commerce increases in the same rapid Proportions as her civil, military, and naval Power, those who have had the greatest Hand in erecting it, may be the first to repent the Measure.

Let us now join to so many Examples, ancient and modern, of the Advantages that Commerce produces to States, and among the Nations where it flourishes some remarkable instances of Individuals, whom it has raised to the highest Fortune. Perhaps those who are more affected by their own Interest than by that of the Publick, may herein find motives and Inducements to animate and engage them to a Profession which may be attended with so great and happy Effects.

*France and Italy* furnish us with the two first, in the Order of Time, and *England* with a third, all equally celebrated and singular.

JAMES  
COEUR.

*James Coeur*, a Native of *Bourges* in the Province of *Berry*, was a Son of a private Merchant; he followed the Profession of his Father, but with such speedy and happy Success, that an Author assures us, he gained more alone, than all the Merchants of the Kingdom together.

His Commerce was extended to all the *Mediterranean*; he trafficked in *Asia* with the *Turks* or *Persians*, and the other Subjects of the Sultans of *Babylon*, and in *Africa* with the *Saracens*.

It was by the City of *Montpellier* (which then was the only Entrance of the Kingdom on that Side) that he carried on such extensive Commerce; this also was the only Reason that could render that City dear to *James Coeur*, with which he had not otherwise any Connection, and consequently this was the sole Motive that could determine him to embellish it. After speaking of a Fountain which he made, where his Arms still remain, we shall enlarge a little on the common Exchange of the Merchants, known at *Montpellier* under the Name of the *Loge*, which he built, that this Edifice might have a remarkable Conformity with the Commerce of the City, as it is visible, he never dreamt of undertaking the former, but with the View of augmenting and facilitating the latter. This Building, which still subsists, is solid and magnificent. What is admired above all, are the *Basso Relieus* in *Medallions*, which ornament the Front, and which employ the vain Curiosity of those, who have yet the Weakness to give into the Search after the Philosopher's Stone; these are to them so many enigmatical Emblems, under which they imagine that *James Coeur* has hid the Mysteries of the grand Work, of which he made Use, as they pretend, to acquire his immense Riches, which, notwithstanding, he owed solely to *Trade*, according to Mr. *Astruc*.

His great Riches, acquired by a Way so lawful, and the Probity with which he always conducted his Business, having rendered him famous among *Foreigners*, and known at Court, *Charles VII.* called him to the Ministry, and intrusted to him the Management of his Finances, making him *Grand Treasurer*, A. D. 1444.

His Elevation did not in the least interrupt his Merchandizing, but, on the contrary, excited him to continue it with greater Reputation and Success; but then this generous Merchant, whose Heart was yet greater than his Fortune, had the most noble Views in his Commerce, and preferring the Interest of the State to his own, it was more in his own Funds than the Prince's Exchequer, that he found Resources, not only to re-establish the Kingdom, exhausted by a long War, but to carry on Enterprizes against the ancient Enemies of the *French* nation, and to re-unite to the Crown, one of its finest and richest Provinces, which had been for a long Time in the Hands of the *English*.

In Effect, very soon, Armies were raised and maintained solely at the Expence of this disinterested Minister: He advised the Conquest of *Normandy*, and he alone was at almost all the Charge. When he went in Embassy to *Rome*, a Fleet of twelve Ships, which accompanied him, belonged to him entirely, and it was he that was at all the Expence of fitting them out. In a Word, after *Charles* had, as it were associated *James Coeur* in the Government of the State, there was nothing in *France* that was great and considerable, which was not supported by the Credit of this sage and rich Merchant, and wherein he did not employ the better Part of the great Effects that arose to him from his *Trade*. Mr. *Astruc* says, his very Disgrace, which it appears he never merited, seemed to have rendered him illustrious.

It is true that the People, accustomed to fancy a Mystery and Prodigy in Things that surprized them, and were above their Comprehension, reported, that *James Coeur* owed his Fortune to the Secret of making Gold; but, the truth is, that all the Philosopher's Stone of this fortunate and able Merchant only consisted in his great commercial Connections; and that he knew no Chymistry more proper to operate the Transmutation of Metals, than the immense Traffick that furnished him with those rich Merchandizes, of which his Storehouses were always full, and which he exchanged with so much Profit against Gold and Silver, than an

ignorant and credulous Populace attributed it to the Perfection of the grand Work, which it imagined he had the good Luck to find out.

Another Example of Fortune and Glory, to which private men have attained, by the Means only of *Commerce*, is not less remarkable, though more illustrious.

The Family of *Medici* has been always praise-worthy and commendable, both for the Antiquity and Nobleness of its Origin, and the Greatness of its Credit and Riches.

THE HOUSE  
OF  
MEDICI.

From the Eleventh Century it has had great Men, and there is found in History, an honourable Succession of the Race of the *Medici*, who, in this first Rise of their House, were equally distinguished by the Lustre of ecclesiastical Dignities, by the Honour they acquired in the Profession of Arms, by that which they obtained in the Government of States, and in the chief Magistracies of Cities.

It was not, however, till the Beginning of the fifteenth Century, that this Family, reserved to so great a Fate, ought properly to count the Epoch, or *Æra* of its Elevation; and it is to *Cosmo de Medici*, that famous Citizen of *Florence*, who so justly merited the Name of Great, Father of the People, and Deliverer of his County, that it is indebted for the first, or at least the most solid Foundations of a Grandeur, which would be hardly credible, did we not see, so lately as the Year, 1722 their fortunate and illustrious Posterity, governing with so much Sagacity, the descendants of those People, who formerly owed their Liberty to the Courage and Prudence of this first Citizen of their Republic\*.

In Effect, after this great Man had set in Motion the Wheel of Fortune, which was to raise his House so high, there were but very few Dignities, Honours, Titles, or Alliances, by which this Family was not illustrated; and, in less than a Century, it gave four sovereign Pontiffs to the Church, two Queens to *France*, and to the sacred College more celebrated Subjects than any other house, even sovereign ones, had given to it till then.

It was nevertheless *Commerce* only that was the Source of so much Renown; the Ancestors of *Cosmo*, following the Customs of the Nobility of *Italy*, had not neglected this Resource, to support them in the Honours either of the Camp or Cabinet; but he, more fortunate, or more intelligent, had made so large a Fortune, that he became even comparable to Sovereigns for his Riches, and he was always courted and regarded, on Account of the great Influence which he preserved all his Life, in the Affairs of *Italy*.

*Lawrence*, his Brother, who, to the Name of Great, which he merited as well as *Cosmo*, added that of *Father of Letters*, was so well known at the *Porte*, on Account of the Factors which he maintained in all Parts of the *Levant*, and of the great Number of Ships which he sent, that *Bajazet*, the fierce *Ottoman* Emperor, not only always regarded him as one of his Allies, but even honoured him with the Name of his Friend.

All the other *Medici*, who came after these two great Men, and were elevated to the chief Honours of their Republic, had the wise Policy to imitate them, and in no manner to deprive themselves, by a false Delicacy, of the Utility of *Commerce*; and when, in fine, the great Qualities and merit of another *Cosmo*, had raised this House to the Sovereignty of *Florence*, neither he, nor his Successors, thought it unworthy of them, to continue to seek, in an honourable mercantile line, the means to support, with great Credit, the Splendor of a Rank, which, in some Sort, was owing to it; and, to this very Day, the Palaces of the Grand Duke are never shut either to Tradesmen or Merchants.

The third Instance we shall produce is, that of *Sir Thomas Gresham* an Eng-  
*lishman*, who, though he did not attain to the very high Honours of *James Coeur*  
or *Cosmo de Medici*, does not yield to either in the Services he performed for his  
Country, or the Riches and Credit he acquired by Merchandize. The general  
Incidents of the Life of this illustrious Citizen of *London* are so well known, and  
are so amply related in all our Histories of *England*, and Lives of our eminent  
Men, that I shall only recite such Particulars as may serve to place him in many  
Respects upon a Level with the *Frenchman* and the *Italian*.

Mr.

\* This illustrious House became extinct by the Death of *Cosmo*, the last Grand Duke of *Florence*, to whom the late Emperor of *Germany*, then Duke of *Lorraine*, succeeded.

Mr. *Thomas Gresham* was the youngest Son of Sir *Richard Gresham* an eminent Citizen of *London* in the Reign of *Edward VI.* he succeeded his Father in the Office of Agent to the King for the Negotiation of his Loans and the Sale of his Wool at *Antwerp*; and in that City he laid the Foundation of his Fortune. It was, at that Time, the Custom for the Kings of *England* to borrow Money of the *Flemings* for any Exigencies of the State, and, by Mismanagement, the Crown was become considerably indebted to the principal Merchants at *Antwerp*: Upon which Occasion the *Flemings* demanded most exorbitant Interest, and sometimes the royal Jewels were pledged for the Payment. By his prudent Management he not only cleared the King by discharging all his Debts, but in the Reign of Queen *Elizabeth* he put an end to the disgraceful and extravagant Method of borrowing from Foreigners, by delivering a Plan to the Queen for negotiating Loans for the public Service at home, a Plan which pleased her own Subjects, and occasioned a great Saving to the Nation. For this Service her Majesty conferred on him the Honour of Knighthood. He established the Credit of the *English* Merchants with the *Hanseatick* Towns, and he was highly instrumental in bringing over a great Number of the persecuted *Flemings* who fled from the Tyranny of the Duke *D'Alva*, the *Spanish* Governor of the *Netherlands*, under *Philip II.* At his own Expence, he built the *Royal Exchange* in *London*, and founded a College, known by the name of *Gresham College*, endowing it with an Income for the Support of a Professor of each of the liberal Sciences, who continue to this Day, and read public Lectures in Divinity, Law, Physic, Astronomy, Geometry, Music, and Rhetoric. He also bequeathed a great many Donations of annual Sums to public charitable Institutions; yet this did not prevent his making ample Provision for his Widow, and he died very Rich in the Year 1579.

COMMERCE  
OF THE  
FRENCH.

Mr. *Savary* supposes it a Matter of Surprise, that among so many Examples of the Advantages that Commerce produces in the States where it flourishes, *France* had not, at the Time of his writing, furnished any one; it is owned, he says, with Regret, that, in Regard to Commerce, the *French* at present are less in a Condition to serve as a Model, than they are in need of being animated by the Example of others.

And then proceeds with making the following Queries, and giving the succeeding Account of the Aptitude and Qualifications of the *French* for Trade; and, though he seems a little partial in Favour of his Countrymen, I think he exaggerates nothing in his Description of the Kingdom.

"Will this generous Nation, says he, so capable of the greatest Enterprizes, be inferior to others in this Thing only, whilst she greatly surpasses them in every Thing else? No surely: and excepting her Haughtiness, which often made her regard Trade as little worthy of her, or her Impatience, which almost always discouraged her on the first Difficulties, there is certainly no one that could carry on Commerce with more Advantage, or to whom, I may affirm, it is more proper, when she will apply herself to it in earnest.

"What is there in Effect wanting to *France* of all that is necessary to carry on a considerable Trade?

"She has an infinite Number of Inhabitants, hardy, enterprizing, laborious, and, at the same Time full of Genius, Address, and Industry.

"Her Lands, which are as fertile as any in the World, deny her hardly any Sort of Fruits, Provisions, Drugs, or other Merchandize.

"Her different Provinces, according to the Diversity of their Soil, produce in Abundance, Corn, Wine, Salt, and every Necessary to the Support of Life.

"There is found Silk, Flax, and Hemp, for all Sorts of Stuffs and Linens, or other Works which are made of these Materials.

"Its Pastures feed an almost incredible Quantity of large and small Cattle, which serve for Nourishment, and to furnish excellent Hides and fine Wools, and its Mines produce the most necessary Metals and Minerals for Arts and Trades, and for the Fabrick of Manufactures.

"If its Merchants inclined to Commerce, the two Seas, which wash its Coasts, open to them excellent Ports, and offer them the Conveniency for carrying it on to the four Quarters of the World.

"If they will content themselves with a home Trade, the *French* Manufactures, or those that are imitated from Strangers, are arrived to the last Degree

"of

" of Perfection, by the wise Regulations, and by the Attention of the Magistrates of the Police, and the Inspectors appointed to take Care of their Performance.

" In a Word, it may be said, and I shall say it without Exaggeration, that *France* reunites at home all the Advantages of *Commerce*, which are found divided among the other People of *Europe*, and, that, being sufficient to itself, it can absolutely pass without other Nations and content itself with its own Abundance, whilst they, on their Parts, will find it difficult to subsist without our Succours, and that *great Commerce*, of which some, and with a great deal of Reason, are so proud, would soon be seen to fall, if they ceased to receive from us that infinite Number of Merchandizes which are necessary to them, and which it is with Difficulty they can find elsewhere.

" It is this Truth ill understood, and urged too far, that has given Room to that Paradox so dangerous, which they of this Way of Thinking would establish in these latter Times; that *France* ought to carry on no *Commerce* with Strangers, and that she would always be sufficiently happy and flourishing, if she did not want Labourers and Soldiers.

" The Necessity of the one and the other is indisputable; without Soldiers our Frontiers would remain open to our Enemies, and the Kingdom without Defence; and without Labourers to cultivate our Lands, they would be no longer sufficient for our Support. But upon what shall the Pay and Maintenance of our Troops be established, if *Commerce*, which is the most fruitful Source of the Riches which enter our King's Exchequer, be taken from us? And what will the Farmers do with their Crops, though never so abundant, if they have no longer an Opening to get rid of their Superfluity; and, by Want of *Trade* see those Provisions miserably perish on their Hands, which would have enriched them, if they had passed into those of their Neighbours?

" The Merchants then are a third Order of Persons, of which *France* has Need, and who are not less necessary to her than her Soldiers and Labourers; and *Commerce* is a Profession, without which all would languish in the Kingdom, and the Inhabitants would sink under their own Abundance, as they could consume neither the Whole at Home, nor have the Liberty to carry a Part abroad.

" It is sufficiently comprehended, that by *Commerce*, supposed so necessary to *France*, and for which it is known, that the *French* are at least as fit as the other Nations of *Europe*, is not to be understood that *Trade* which is carried on in our Provinces, by the Communication which they have with one another, of the natural Productions, or the Works of Art, that they have each at home, for this would be always flourishing enough, if there was a Care at the same Time to carry on that abroad; but it is the *Commerce* which may be maintained with Foreigners that is principally in View, whether they come to our Ports to carry away those Merchandizes of which they have Need, or whether we send our Ships to load with those which they have and we want.

" It is true, that, for long Voyages, *France* has already at Home, a Company of *Commerce*, of which the first Success seems to promise, that it will not one Day be any Thing inferior to the more celebrated ones established among our Neighbours; so that, without encroaching upon the vast Grant of a Company so profitably formed and so wisely conducted, I shall content myself to animate the *French Merchants* to such other Objects of *Commerce* as they may share with the other Nations of *Europe*, or even that they may carry on with a greater Facility and Profit than they.

" These Hopes, with which I dare flatter our Merchants, are not false nor even dubious. Whoever surveys the Parts of *Europe* where the *English* and *Dutch* carry on their most considerable Commerce, *Spain*, for Example, or the Towns of the *North* and the *Baltick Sea*, will see what Nation is most likely to succeed.

" Almost all the necessary Merchandizes for those important Branches of Commerce are found in *France*; on the contrary, *England* and *Holland* have hardly any.



" We have for *Spain*, Stuffs of Gold, Silver, and Silk, Clothes, Woollens, Linens, Paper, Hats, all Sorts of Stockings, Cards, Laces of Silk and Thread, Mercery, Iron Wares, and many others. The North cannot do without our Wines, Brandies, Vinegars, Salts, Prunes, Chefnuts, and Walnuts, so that it will presently be decided, to which Nation the Loading of Ships for the North, or *Spain*, is most easy; whether to the *French*, who, without borrowing any Thing from others, have, within themselves wherewith to make up an entire Cargo; or to the *English* and *Dutch*, who come to seek in *France* what they want, and who, destitute of this Succour, would be obliged to send their Ships half laden, and without the proper Assortments for those two Countries.

" It is also the same in Proportion with all other Trades, by which the *French* may enter into Competition with their Neighbours.

" In Regard to Profit, it is as clear, and shorter. Whoever sells at second-hand can make but one Gain, whilst he that sells at the first acquires two; the *English* and *Dutch* are in the first Case, the *French* in the second; so that those can only benefit themselves on the Price, which the Merchandize they sell in *Spain* and the North costs them in *France*, and these add yet to the said Profit, that which was made on the first Sales of such Merchandize.

" This is not enough; the Advantage of Returns is yet all entirely on the Part of *France*, since the *French Ships*, by bringing back the *Northern* and *Spanish* Commodities, take away from Strangers those immense Profits, which they used to make on us, when they brought the same Merchandizes into our Ports.

" One cannot on this Subject help expressing some Concern at not seeing established in *France*, that wise Policy of the *English*, who, by their Act of Navigation in the Year 1660, ordained, that none of the Merchandizes and Products of *Europe* be brought into *England*, nor the States that depend on it, but in Ships appertaining to *English* Subjects, or from the Places of their Manufacture and Growth; and that none of the Merchandizes of the Growth of any of the *English* Colonies, or that may hereafter become so, of *Asia*, *Africa*, and *America*, shall any longer be brought in but in *English Ships*, or those appertaining to the *English*.

" A Policy certainly both prudent and equitable, and, if it had Place among us, would open our Ports to Strangers, who should bring the Merchandizes of their Country, and wisely shut them against those who, having nothing of their own Growth, come to sell us those at a dear Rate which they have collected from all Parts of the World; and who, flattered by our Indulgence, or, it may be, by our Vanity, have insensibly accustomed us to receive only from their Hands, at an excessive Price, what it would be easy for us to get on much better terms, if we would only take the Pains to send for them.

" It may probably be alledged, that, as the *French Marine* is not in any Degree comparable, but much inferior, to that of their Neighbours, with whom they are invited to become Competitors, there is but little Appearance that they should ever find the Facility or Advantages with which they in vain were flattered in carrying it on.

" And it must be confessed, that, in *Maritime States*, Commerce and Navigation ought to go Hand in Hand, for there is so strict and intimate a Tye between the one and the other, that Commerce is without Strength, whilst the *Marine* is languishing, and the Weakness of the one necessarily draws on the Fall of the other.

" But besides, that our Ports are not so unprovided with Ships of War, as to leave the *French* Merchants at any Time destitute of Convoy and Guards, to favour and protect their Trade; what Doubt is there that, even on this Part, *France*, when she pleases, need not yield to any other Power whatever.

" Our Neighbours are obliged to fetch from abroad, the greatest Part of their Naval Stores; Wood, Iron, Cordage, Sails; all these come to them from Foreigners; instead of which, our Provinces easily furnish us with the best Part of that we have need of for the building and fitting out our Navy.

" Some of them have Wood proper for the Bodies of Ships; and there are found in the Mountains, others fit for making the rest of their Materials; there are, in many, Mines of Copper and Iron sufficient to supply our Yards and Docks; and all, in general, are so abundant in Flax and Hemp, for making Sails and Cordage, that it is even from us that other Nations receive the greatest Part of those they consume in their Rope-Walks, or that their Weavers, make into Cloth proper to sail their Vessels.

" We are no more in Want of Provisions or Ammunition, but are even in a Condition to spare Part to others; and, to man our Ships of War and Merchant Fleets, we have more than sixty Thousand Sailors, distributed in five Classes, of which the Rolls are renewed annually, and of which the one is always accounted engaged, from the Beginning of each Year, to serve in the King's Ships, and the four others are reserved for the Merchants' Service.

" These Hopes, which are founded on so many Advantages, that might render our Marine flourishing, either for War or Trade, are certainly not in the Number of those ideal Projects, that it is not possible ever to carry into Execution.

" Those Times, so glorious to the *Marine of France*, 1690, are still remembered, when our naval Forces, equal to those of our Enemies, obtained the Victory over the united Fleets of the Two Powers, who each in particular would have attributed to itself the Empire of the Sea; and we have not in the least forgot, that, during all the War which was terminated by the Treaty of *Ryswick*, 1697, our Privateers, superior to those of the *English* and *Dutch* together, took from one of them so great a Number of Ships, that their Merchants, who avow that their Loss amounted to more than three Thousand Vessels, were obliged to carry their Complaints to their Parliaments; and the Trade of the other was so disturbed or impeded by the fortunate Cruizes of the same Privateers, that this was one of the principal Reasons that made them desire a Peace, and, in some Sort, to demand it with Eagerness.

" It is not, however to be denied, that Events which Prudence could not foresee nor Courage repair, have weakened the *French Marine*; but why should we lose the Hopes of seeing it recover? That which so happily succeeded under the Reign of *Lewis XIV.* will it be impossible, if undertaken, to prosper under that of *Lewis XV.*? A young Monarch, in whom shine so many great Qualities, that they seem already to foretel the Happiness and Glory of *France!* And an Establishment, which was seen pushed on almost to Perfection, under the Ministry of *Monf. Colbert*, and of the *Marquis of Seignelay* his Son, why may it not gather new Strength, supported by the Care and Experience of a Prince who has recorded his first Campaigns at Sea by a Victory, and who labours with so much Application to restore us a *Marine*, capable of making our *Colours* always respected; and, at the same Time, to put our Merchants in a Condition of carrying on, in all Parts of the World, a *Commerce*, for which they have so much Facility and Advantage?"

Mr. *Savary* here finishes his Sentiments of his Country and the *French Nation*; and, I think, he has proved a true Prophet, in Regard to their *Commerce*, which has been greatly extended and increased since his Time, to the no small Detriment of ours. They were at least a Century behind us in mercantile Affairs, and it is a Matter both of Surprise and Concern, that they have in any Shape exceeded us; as despotick Governments are not calculated for prosperous Commerce, and had not *Lewis XIII.* and *XIV.* stepped out of the common Track of arbitrary Kings, in order to protect and render it flourishing, we should never have seen that Nation, from Competitors with, become superior to us in any Branch of it; but the good Regulations made in those Kings' Reigns, and since continued added, to the Fertility of the Soil and Temper of the People, who can content themselves with a less expensive Way of Life than we are unhappily fallen into, have enabled them to carry many of their Commodities cheaper to Market than our higher Wages, and dearer Living, will permit us to do, and consequently robbed us of the Sale of our inferior Sorts of Woollens, which they have been able to imitate; but, as I shall speak of this when I come to treat of *Commerce in general*, I shall only add here,

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here, that I fear they now equal us at least in the Dispatch of their home Manufactures, though I hope not in the Products, and Trade of their Plantations, their Sugar Colonies only excepted.

Mr. *Savary* having left the *English* out of this Historical Deduction of Trade and Commerce, as if they had been a People without any Concern in it, I can only impute it to that Deference he every where pays to his Father's Judgment, whose malicious Insinuations against us, in his *Parfait Negociant*, the Son must have contradicted, had he treated us with the same Impartiality he has others; to avoid which, and not expose the Weakness of his envious Parent's ill-grounded and unjust Invectives, we may presume were the motives that induced him to pass us over in his Account of Commercial Nations, and made him prefer leaving a Chafin, rather than a Blot, in his otherwise valuable Works; though he is not wholly to be acquitted from inheriting or adopting Part of his Father's Partiality, as he has copied some of his Aspersions, when he speaks of us in the Body of his Dictionary; to confute which, and do Justice to my Countrymen, I shall endeavour to improve this Opportunity by demonstrating his Partiality, and supplying his Defect, that we may appear in the true Light we ought, in the History of the *European* Commerce; and in order thereto, I shall here only briefly mention what occurs to me concerning our first Engagements in Commerce, and refer my Reader for a more ample Account of its Progress and present state of Improvement to the sequel of the Work.

COMMERCE  
OF THE  
ENGLISH.

Though it must be allowed that the *English*, in respect of most other *European* Nations, were late beginners in universal Commerce, yet they have improved in it with an amazing Rapidity.

It is many Ages since they knew the Value of a naval Power, and were taught by the *Romans* how necessary this would be for their Defence and Support, as well as conducive to their Commerce with other Nations; the former, we have seen before, were Masters of the Art, and consequently in a Capacity to give Lessons; they knew the great Advantages derived to Kingdoms from it, and indeed that this only could make a Nation flourish. They considered how capable of Improvement our Country was, and being settled among us, were desirous of rendering this Union as advantageous as possible, and, having met with a People brave and daring as themselves, and in every Respect fit to undertake any hazardous Enterprizes, they would certainly have raised Commerce to a flourishing Pitch, had not their own intestine Broils called them Home, and, *Ours* on this Occurrence increasing, left Commerce to languish, as it did for Ages after, till our victorious *Edward III.* and afterwards the glorious Queen *Elizabeth*, animated their Subjects to an Imitation of their Neighbours, and, by proper Encouragements, led them in to share the Advantages which hitherto other Nations only had reaped, exclusive of them. The Introduction of a few Walloon Manufacturers of Woollen Cloths from *Flanders*, and the Privileges granted to them by *Edward*, laid the Foundation of the *British* Woollen Manufactories; but to *Elizabeth* was reserved the immortal Renown of completing the great commercial Revolution, which took Place at that memorable Era.

*Voltaire*, who, as an Historian, is by no Means partial to the *English* Nation, gives the following Account of this happy Event. "From the first Beginning of *Elizabeth's* Reign, the *English* applied themselves to Manufactures: The *Flemings* being persecuted by *Philip II.* King of *Spain*, removed, in large Bodies, from *Flanders* to *London*, bringing with them an increase of Inhabitants, Industry, and Riches. This Capital, which enjoyed the Blessings of Peace under *Elizabeth*, cultivated likewise the liberal Arts, which are the Badges and Consequences of Plenty. In a Word, *London* was enlarged, civilized and embellished; and, in a short Time, one Half of the little Island of *Britain* was able to counterbalance the whole Power of *Spain*."

The best Principles of Commerce derived from the Ancients, were Adopted by the wise and active Ministers of *Elizabeth*. She sent out skilful Navigators to make Discoveries in *America*. She established Colonies; and kept up a maritime Force for the Protection of the Commerce of her Subjects at Sea. In fine, she Founded the *East India* and other commercial Companies; and it was under her glorious Administration, that the *English* gained a Superiority on the Ocean, which

which has ever since been preserved; and on the Support of which, not only our commercial Interests, but our independent Existence as a Nation depends.

The Increase of our Commerce has consequently been that of our Power, which is happily risen to the Summit of human Glory, as there is no Potentate on Earth, who can equal our maritime Force, become now the Bulwark of our Country; and may it always continue unrivalled and triumphant whilst Time endures!

It is in this Place, that I must beg leave to congratulate my Countrymen on the happy Situation of *Great Britain*, which is the best calculated that can be conceived, for the Security, Ease, and Convenience of its Inhabitants as a commercial People. The Southern Division, still distinguished by its ancient Name, *England*, is bounded on the East by the *German Ocean*; and on the West by the *Atlantic*, which, by their Union, form the *British Channel*, its Barrier to the South. On the North, it is defended by the *Deucaliedonian Sea*; and a facility of Communication is afforded to this vast Body of Waters surrounding the *British Isles*, not only by a Number of excellent Harbours and commodious Sea-port Towns; but by sundry large navigable Rivers flowing from the inland Provinces, of which the *Thames* is the principal.

This happy Spot thus admirably protected by Nature from the Incurrsions of neighbouring States, and enabled by her insular Station, to keep constantly on float, a maritime Force for the farther Security of her Commerce, whenever its Safety but appears to be endangered, is likewise indebted to the indulgent Bounty of Providence for every Necessary and Convenience of Life; and is blessed with a Temperature of Air, which, while the Inhabitants lived according to the sober Laws of Nature, and sought not the Destruction of their Health by the Use of spirituous Liquors, afforded more frequent Instances of remarkable Longevity, than any other Part of the known World. But, notwithstanding a visible, and much to be lamented Degeneracy, the great Body of the People, by whose Industry, the Manufactures and Commerce of the Country is supported, are justly distinguished for their Ingenuity, Perseverance, diligent Application to Business, and superior Expedition in completing the Works they undertake.

Our Lands may justly be counted some of the most fertile, and their Products of Fruits, Provisions, &c. as plentiful and as good as any in *Europe*, and our Merchandizes more than other Countries can boast of.

The different Counties, according to their Situation, produce Corn, and all Necessaries of Life in Abundance, which, on many Occasions, have preserved several of our Neighbours from famine.

We have Hemp and Flax for the manufacturing our Linens and Canvas, now brought to Perfection, and our Pastures feed an almost infinite Number of Cattle, which not only supply our Markets with excellent Food, but furnish us with fine Wools, and the best Leather in the World.

Our Mines produce Iron, Lead, Tin, Copper, Coal, &c. in Abundance, and our Forests and Woods are so well stocked with Oak for Shipping, as seems to promise, under well-regulated Laws, an inexhaustible Supply.

Our Seas are well filled with their finny Inhabitants, which, according to the Steps taken by the Legislature for the Encouragement of our Fisheries, and the ready Concurrence of our Merchants in promoting so beneficial a Design, must prove productive of immense Riches to the Nation, besides occasionally providing comfortably for our Poor, which Advantages have for many Years past been reaped by our industrious Neighbours.

I think a Deduction of this Nature ought not to be closed without mentioning a Word of the *Spaniards*, who, like us, have been past over by our Author in Silence; for, though they have been tardy in finding out the Advantages Nature has given them for Trade, and have long remained blind to their own Interest, yet their Commerce is not so despicable and small as to be overlooked when we are treating of Commercial Nations.

Their Discovery of *America*, and their subsequent Settlements on that Continent, gave Birth to their Trade and Riches; for, though a potent Nation before, in Dominion, they wanted the Sinews of Power, which the Mines of *Mexico* and *Peru* have since produced them.

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They have very considerable Ports, equally well situated for Commerce, both on the *Biscayan* and *Mediterranean* Seas, and where large concerns are transacted though principally by Foreigners; as the *Spaniards* in general consider *Traffic* to be a mean Employ, and consequently a Derogation from their Gentility they almost all affect being born to; however, they have formed some very considerable Companies among them, as that of the *Philippines*, *Guipuscoa*, and one lately established at *Seville* for the manufacturing of Woollens, Stockings, Hats, Silks, and most other Commodities they formerly imported for their *American* Trade; and, having received great Encouragement from the Crown for perfecting their other Manufactures, they have, for some Time past, clothed all their Troops with their own Cloths, and the King's wearing them himself, and prohibiting the Importation of foreign ones, has brought their Fabricks into such great Repute, that they are daily increasing; and the uncommon Privileges granted the Weavers, it is to be presumed, will, in Time, animate them to new Engagements, and teach them to imitate the other Woollen Fabricks of *Europe*, as they have been so successful in copying their Cloths, more especially if they can procure Workmen from their Neighbours to assist them, as they have lately endeavoured, and in some Degree, succeeded in, from hence.

Their Silk Manufactories have likewise kept pace with their Woollen, and both their *West-Indian* and *European* Dominions are now principally supplied by them, as they were formerly from *France*, so that their eyes having been opened to these Advantages; both *Old* and *New Spain* feel the salutary Effects of this Discernment, and, if the same Measures are pursued as have been so happily begun in Favour of the Subject, we may reasonably expect, in a few Years, to see them a more flourishing People than it was possible for them to be, till roused, from their former Indolence and Neglect, to a just Sense of the Advantages that Industry and Application offers them.

I might here mention their Tunney Fishery, and some other Instances of their Improvements, but shall refer expatiating or descending to Particulars till I come to treat of them in the general Body of Trade, and only add here an Observation, that as the *Spaniards* have improved the different Manufactures I have mentioned, their Neighbours have proportionably found a Decay in their's, which can only be remedied by seeking other Channels for the Sale of their Commodities, though I must confess, I think this to be despaired of, when the common Paths of Trade are become so beaten, and every Branch of it so prejudiced by Interlopers, except the following Sheets open new Scenes, which, by Care, may be improved to the Adventurer's Advantage. I should here mention something of the *Swedes*, *Danes*, &c. but shall refer my Reader to what I shall afterwards say of their Trade, when I come to describe it minutely.

## \* DR. GARCIN'S Account of the Origin of Navigation and Commerce.

Historians seem hitherto to have forgot, by the little they have said, that the *Arabians* were the first Navigators, and the first People who opened the Commerce between *Asia*, *Africa*, and *Europe*; this is a Thing, however, very easy to be proved, notwithstanding the Invention of Navigation is attributed to the *Tyrians* and *Egyptians*, at the Beginning of this Historical Deduction.

The Situation of their Country, which is, in this Regard, the most favourable in all Respects. at first naturally brought them thither. As *Arabia* is a very large Peninsula, washed by the Sea on three Sides, and its Entry on the fourth being the most difficult, by Reason of the Extent of its Deserts, which are filled with Sand, and without Water, Necessity induced this Nation, one of the most ancient, in order to procure an advantageous Communication with others, to open Passages by Water; to invent the first marine Vessels, and to form itself courageously to Navigation; it had so much the more Cause to improve, and become acquainted with its Seas, as it was no great Distance from the *Indies*, which, as is known, was at all Times fuller of Riches than any other Part of the World.

This

\* Formerly an eminent Physician at *Nuremberg*.



This Practice being attained, it was much easier for its Inhabitants to pass by Water to many of their Neighbours, than to traverse Deserts so dangerous, and to make such great Tours, either to go out of, or to return to their Country. Thus it was by their Fleets that they corresponded wherever there was a Sea, and by Caravans on the Land Side to the *Mediterranean*; it was, in fine, by these powerful Means, and by the *Arabians* only, that the most sought for, and precious Things of all the *Indies*, pass from East to West; in the most ancient Times, and in those which followed, until that of the Emperor *Augustus*.

This Nation, according to Historians, has been the richest of the World, in the earliest Ages, as we shall soon see by relating what they have said of it; and this is one of the strongest Proofs of its ancient Commerce with the *Indies*, and from thence with the Countries which border on the *Mediterranean*; for the *Tyrrians* and *Egyptians* were not formerly flourishing in their Commerce, otherwise than as the Industry and Riches of the *Arabians* made them so, who furnished them, under large Profits, with all the Merchandizes of the *Isles*, and of the Maritime Coasts of *Asia*, the same as the *Portuguese* and *Dutch* have some Time since done in *Europe*, and it is by the same Commerce of the *Indies* that they are enriched. The *Oriental Sea* was to the *Arabians* what the *Mediterranean* was to *Phœnicia* and *Egypt*; these three Nations enriched themselves mutually by the Trade of those two Seas, each having laboured on its Part for the properest Means to cultivate it by Navigation in the two Seas, and by Caravans through the lands that separate them.

It is known by very ancient Experience, that the richest Countries are not ordinarily such, but by the Means of Commerce and Navigation. The *Sabeans*, an *Arabian* People, who inhabited the Countries bordering on the *Indian* and *Red Seas*, were incomparable in their Sumptuousness and Riches: one need only read *Agatharchides*, *Diodorus Siculus*, and *Strabo*, to be convinced of it by the Detail which they give. They drained, says the first of these Historians, in *Photius*, the Treasures of *Asia* and *Europe* by the Exchange they made of the most precious Things. They surpassed, says the second, *Lib. III.* by the Riches and Abundance which they had of all precious Things, not only those of *Barbary*, their Neighbours, but also all other Nations: Considerable Sumas were necessary to purchase a middling Quantity of their Merchandizes; these Historians record, that these People, so rich by their Commerce, made Ivory, Gold, Silver, and precious Stones, to shine in their Furniture, upon the Doors, Columns, Walls, and Roofs of their Edifices; and that they possessed a very great Quantity of Gold and Silver Vessels; they relate, that their Expences were enormous in all Things, even in Works of the most admirable Sculpture and Engraving; in a Word, that their Magnificence was unequalled, which demonstrates that this Nation was skilful, bold, and venturesome in the *Indian Trade* and Navigation, and that it was by her that the *Tyrrians* and *Egyptians* flourished so much in theirs, and upon the same Merchandizes which they received and passed to the other western Nations, the most remote. The Prophet *Ezekiel*, Chap. xvii. Verse 22, in addressing himself to the City of *Tyre*, speaks of this Nation of the *Sabeans* under the Names of *Sheba* and *Raamah*, which were two Places of *Arabia*. The Merchants, says he, of *Sheba* and *Raamah* were thy Factors, making thy Fairs valuable in all Sorts of the chiefest Spices, and with all Sorts of precious Stones and Gold: This is a sure Testimony of the Antiquity and the Opulence of its Commerce which it had with the *Indies*.

It was this Opulence which determined *Alexander the Great* to make *Sheba* the Capital of his Empire; and tempted the *Romans* to its Conquest in the time of *Augustus*; a Time in which they began better to know the *Oriental Sea*, and the Coasts which limit or bound the Western.

We may believe, as the greatest Part of the Ancients did, that the precious Merchandizes of the *Arabians* were all the Growth of their own Country; but it is a Mistake, they being carried to them; for it is certain that *Arabia* has never produced of itself, the sixth Part of its Riches. Of all the Aromatics only *Incense*, *Balsam*, *Myrrh*, and *Calamus Aromaticus*, grow there; the two last of which were not sought for, only as they were deemed to be something better than

than those which grew in the other Parts of *Asia* and *Africa*. It may also have a little Gold, but in no Quantity, as some of the Ancients imagine; the *Arabians* brought it from *India*, the same as they did other Aromatics, precious Stones, and rich Merchandizes of all Sorts. *Strabo* seems to insinuate so in saying, that they changed their Aromatics and precious Stones against the Gold and Silver of Strangers. One may be persuaded, that in some Parts of *Asia*, the Origin of all these Things is yet near the same as it was in former Times, all the Difference being that it is now infinitely better known.

*Incense*, in Reality, was to them of very great Advantage, as they furnished all the western Nations with it, who were then *Pagans*, and consequently consumed infinitely more than they do at present: But, as the Ancients were passionately fond of all the most exquisite Aromatics, those which the *Arabians* brought from *India* making the greatest Number, produced also their greatest Riches.

The *Aloe Wood*, *Cassia*, and *Cinnamon* which are mentioned in many Passages of Scripture, and in the most ancient Historians, made, beyond Dispute, after the Gold, the principal Branch of their Commerce. *Malabar*, *Ceylon*, and *Sumatra*, or *Malacca*, were really the principal Places where their Fleets often went to take in their Loadings, as it was only from thence that they drew all those rich Merchandizes; these were formerly much better esteemed than they are at present; and, as this Nation solely supplied all the Countries of the World that wanted those Commodities, this is yet another demonstrative Proof of their ancient Navigation to the *Indies*.

It is nevertheless a Matter of Surprise, that ancient History either does not speak of it at all, or if it does, it is in a Manner very obscure: This proceeds from *Arabia* being very little frequented, and consequently very little known to other Nations. The great difficulty and danger of traversing its sandy and arid Deserts, and of being sheltered from the Robberies which a Part of its Inhabitants were always given to, in beating the Field, plundering the Caravans, and stripping the Travellers and Merchants, were the Causes that our first Ancestors could not be informed about it until the Time of *Alexander*, or even till that of *Augustus*. We may moreover add, that their Navigation was but little known even to the Time when the *Portuguese* went to *India* by the *Cape of Good Hope*, and that thereby they ran away with that rich *European Trade* which the others carried on by Means of the *Egyptians*, and these by that of the *Venetians*. They were therefore always Masters of the *Indian Sea*, by their Navigation, till then, as is well known even to all the *Indians*. This Navigation, as well as their Commerce, was indeed a little disturbed by the *Romans*, but this was only for some Time. Another Cause, which made their Navigation unknown in ancient Times, is that the *Arabians*, the better to preserve the Commerce of the *Indies*, which they found so advantageous, always took care to conceal from Strangers who lived towards the *Mediterranean*, the Voyages which they made on the *Oriental Seas*, the Routes or Courses which they used, and the Origin of the Merchandizes which they brought in, and which so greatly augmented their Riches.

Besides, in those Times, the Arts which facilitate the Intercourse of Nations were wanting, which made History so ignorant of a Country so distant. These are Geography, Printing, the Conveniency of Posts, and the Improvements in Navigation; thus the *Arabians* always succeeded in their intended Concealment, with the View of making their Commerce lasting, and to attract thereby the greater Profits.

And, to have the Thing succeed the better, and to impose on the foreign Nations, who so very earnestly enquired after their Spices, they invented Fables or pretended Difficulties that subsisted, above all, in Regard to the *Cassia* and *Cinnamon* on which they made the most considerable Profit; and affirmed them to grow in the Middle of their Country, but in Places almost inaccessible, and so dangerous, that they could not procure but a very small Quantity, with infinite Industry and Trouble. The whole Contrivance is recorded by *Herodotus*, *Lib. III.*

It was this which made all Antiquity believe, that these Spices or Aromatics were scarce, and only to be found in *Arabia*. *Pliny* was the first who discovered that these Fables were only invented in order to sell their Drugs dearer; but, on rejecting these, he substituted others nothing inferior, in declaring the Cinnamon to be brought from *Ethiopia*, in mentioning the Manner of its Growth, that of gathering, and transporting it abroad, or to Strangers; the Difficulties he has stamped upon all these Circumstances, and on the Means of having it in Time, as also the *Cassia*, do not appear less great, nor less fabulous, than those of *Herodotus*, which he would not admit. See *Pliny, Lib. XII. Co. 19.*

It is certain that neither *Ethiopia*, nor *Arabia*, has ever produced any of these aromatic Barks; the Trees from whence they are taken can never be transported, on Account of the different Nature of the Soils, and the Drought and Heat which reigns there: and it is only in the *Isle of Ceylon* the Air and Earth are really fit to nourish them, so that it is this Place alone, which has in all Times supplied the rest of the World with these Aromatics.

In fine, the ancient *Arabians* did not invent fewer Fables in Favour of their Commerce, than the *Persians* did to represent the Dangers which they had in procuring the Gold in those Parts of *India* where they could find it, and which were believed sandy. This is what may likewise be seen in the Book of *Herodotus* above cited.

*Pliny* says nothing of the Navigation of the *Arabians*, which is a Proof that it was unknown in his Time. He only mentions that of the Fleet of *Alexander*, which passed from *India* to *Euphrates*, and that which the *Romans* made every Year also in his Time to the *Indies*: He has described the Route from *Egypt*, but he has made it appear, that their Voyages only terminated about the River *Indus*. The *Romans*, although Masters of some Ports of *Arabia*, did not, in the least, discover the Navigation, which the *Arabians* took Care to hide, and which they made directly from some of their Ports to the *Island of Ceylon*, to load with *Cassia*, Cinnamon, and precious Stones; and from other Parts of *India*, to do the same with other Merchandizes, as Gold, Drugs, and odoriferous Woods. It seems by the Recital of *Pliny*, that the Navigation which the *Romans* made to that Corner of the *Indies* of which he speaks, did no Injury to the *Arabians*, only in the smaller Part of their Commerce.

It is easy to comprehend that these last, in Proportion to their navigating their Seas, should have the good Luck to discover the shortest Passages to many Parts of the first Peninsula of the *Ganges*, and from that to the others; for we must not believe that the *Romans* were the first that crossed the *Arabian Sea*, which it bounds, as *Pliny* remarks, *Lib. VI. Co. 23.*

It was infinitely easier to the *Arabians* to cross this Sea to *India*, or to *Ceylon*, than it was for the *Tyrians* to run over the different Parts of the *Mediterranean*. The first had fine Weather to chuse at their Pleasure, and Winds that were fixed and regular, by which they might securely perform their Voyages with as much Exactness, Rectitude, and Speed, as they had occasion for, and always, in a Manner, equal in the same Seasons; Advantages which the *Tyrians* had but very rarely; they never had fine weather at a certain Point, on which they might depend, so that these had more Need of Ability in the Marine than the former, on Account of the Variableness of the Winds, cloudy Weather, and Tempests, which often reign in the *Mediterranean*.

The Winds of the *Indian Sea*, rarely tempestuous, are always regular, changing twice a Year, and under two Directions, alternately opposite one to the other; each lasts six Months, at least, if the Latitude is near our Tropic. These Winds are the South West and North East; and they are called Monsoons, of the which one is dry, and the other rainy; the North East Wind causes the dry Monsoon, and begins in the Month of *November*, on this Side the Equinoctial Line: The rainy one begins in the Month of *May*, and it is occasioned by the South West, which makes it last till *October*.

In fine, the Monsoons, which reign at Sea on this Side the Equinoctial, are always opposite to those which reign on the other Side of that Line.

It is therefore seen by the Exactness of these two Seasons, and the regular Winds of the *Indies*, that it was not any Thing difficult to the *Arabians* happily

to succeed in their Navigation for passing the Sea, not only to the *Ile of Ceylon*, but also to that of *Sumatra*, or to *Malacca*, which is in its Neighbourhood. They yet make to this very Day these Traverses, in a great Measure, without using the Compass, at least very rarely; for the Winds, being once fixed and invariable, serve them for Guides and Rules in the Direction of their Route, almost as well, and even in some Manner more exact, than they would do by the Help of the Stars in serene Weather. What is it then that should have hindered the performing the same in ancient Times? This is what the modern Historians have not thought of, in speaking of the ancient Navigation of *India*. It is probable, had they been on the Spot, as I have been, they would have thought as I do.

Many Nations among the *Indians* have always crossed these Seas by the Favour of these Winds. The dry Monsoons, periodically renewed by the North East Wind, assist their sailing to the Westward; and the wet Monsoons, formed in like Manner by the opposite Winds of South West, serve them also for sailing Eastward. One Monsoon serving them to go, and the other to return, and those always equally certain and regular.

The *Arabians*, washed by the same Sea, ought therefore to do the same Thing; and it is what they have always done, according to the Tradition of the *Indian Nations*, who regarded them as the Masters of the Navigation of the Seas, till the Arrival of the *Portuguese* among them, who ruined entirely the vast Commerce of *Arabia*, which had been of so long a Duration.

*Pliny* makes Mention of these two Winds for traversing the *Arabian Sea*. The South West, which was called, says he, in that Country, *Hypalus*, was the proper Wind for sailing from the Cape of *Syagros*, which is believed to be that of *Partaque*, to *Zizcrus*, a Port in *India*; this is apparently that of the present *Diu*: They, in returning, adds he, departed from thence in the Month of *December*, or even in that of *January*, and this Traverse was made, according to him, in forty Days. The *Periplus* of the *Red Sea*, attributed to *Arianus*, says the same, according to Mr. *Huet*; it informs us farther, that they sailed from *Arabia* for *India* in the Month of *July*, and these Seasons are exactly the same now, with respect to the Navigation of those Countries.

Mr. *Huet* believed, by the Relation of *Pliny*, that these Courses were new, and had been discovered by the *Romans*, which might be so in Regard to the *Romans* only, but it is absolutely not the same in Respect to the *Arabians*, as these Routes were at that Time known to the latter, and had been so for several Ages. The Author of the *Periplus*, before-mentioned, says, that it was an ancient Pilot named *Hypalus*, who first discovered, by Favour of a South West Wind, this Course to the *Indies*, and that his Example was followed with so much Success, that they gave to this Wind, the said Pilot's Name\*. However, we ought to be persuaded, that this only regards the Navigation of the *Romans*.

In fine, after these Eclaircissements, we ought not any longer to be surprized at the ancient Splendor of the *Arabians*, which, at the same Time, occasioned that of the *Tyrians* and *Egyptians*; the commodious Situation of their Country, the Pleasantness of a frequent or almost continual Serenity of their Sky, the direct Regularity of the Winds which reigned in their *Oriental Seas*, and their own Spices, above all, the Incense, were Advantages which would naturally render them flourishing, if improved, as they always were by them; and it may be added, that the Goodness of their Ports, infinitely better than all those of *India*, was what favoured them most in their Commerce. I am strongly led to believe, with Mr. *Huet*, that the Surname of *Happy*, which *Arabia* anciently received, only came from the Excellency of her Harbours, and from that of her former Commerce. This *Arabia*, called happy, was never so rich in its own Product as to merit so fine an Appellation; it might rather have been given her for being the richest Nation in the World by her Traffick with Strangers, than because her Soil was found better comparatively than that of *Stoney* or *Desert Arabia*.

The last Remark to be made is, that the Treasures and Commerce of the *Arabians* enriched the neighbouring Nations; *Judæa*, above all, felt it most, as may be judged by the Revenues and Wealth of *Solomon*, which the Scripture describes

in the tenth Chapter of the first Book of *Kings*, and the ninth and second of *Chronicles*, to have been so immense "that all the Kings and Governors of *Arabia* brought him Gold and Silver, besides his annual Revenue, amounting to six Hundred and sixty-six Talents of Gold;" and it is likewise from thence known, what were the Presents which the Queen of *Sheba* made him, after coming from the Depth of *Arabia* to see him and prove his Wisdom, importing only in Gold one Hundred and twenty Talents, besides Spices and precious Stones, making, according to Father *Calmet*, 8,176,000 *French Livres*, or, at the Exchange of 54*d.* per *French Crown*, of three *Livres*, as it was then governed, about 613,200 *l.* Sterling: though Dean *Prideaux* computes it at 864,000*l.*; a plain Proof of the great Richness of this Queen's Country; and, to confirm the many Advantages that *Judea* reaped from Trade, I think Dr. *Garcin* might have added to what he has said on this Subject, the Mention that is made in the twenty-second Chapter of the first Book of *Chronicles*, of the Wealth King *David* had prepared for the House of the Lord: viz. an hundred thousand Talents of Gold, and a thousand times, one thousand Talents of Silver, making the immense Sum of 1170,000,000*l.* Sterling, according to the aforesaid Dean's Calculation of 7,200*l.* per Talent of Gold, and 450*l.* per Talent of Silver, only in those two Metals, besides, Brass and Iron without Weight, and the Addition that he made out of his privy Purse, towards that pious Work, of three thousand Talents of Gold, and seven thousand Talents of refined Silver, as hinted in the twenty-ninth Chapter of the above-mentioned Book, and the fourth Verse; to which we may subjoin what is recorded in the seventh Verse, That the Fathers and Princes of the Tribes of *Israel*, &c. gave five thousand Talents, and ten thousand Drums of Gold, ten thousand Talents of Silver, eighteen thousand Talents of Brass, and an hundred thousand Talents of Iron, as an additional Proof of the Benefits brought to this Country by Commerce; for none of this vast Treasure was the Product of it, and consequently must have been imported, to the great enriching both of Prince and People; as plainly appears from the Magnificence of their Gifts. And though we have not the Account of King *David's* Trade to the Land of *Ophir* and *Tarshish*, as fully noticed as we have that of his son *Solomon's*, yet he undoubtedly commenced it, on his Conquest of the Kingdom of *Edom*, which made him Master of *Elat* and *Eziongeber*, two Sea-Port Towns on the *Red-Sea*; from whence he might, and certainly did, direct his Traffick to the Coast of *Africa* westward, and to *Arabia*, *Persia*, and *India*, on the East; and, as he lived twenty-five Years after making that Conquest, we may account for his amassing such, otherwise, an incredible Sum, by the long Continuance and vast Profit of his Trade.

I am not ignorant, that many learned Authors judge the Talents above-mentioned to have been less than they are here calculated at; yet, supposing with them, that they were not above half the Value, the Sum still remains prodigiously great, and shews, what I am contending for, that Commerce alone could furnish such a Treasure.

From the Commerce and Navigation of the *Arabians*, we may pass, with great Propriety, to that of the Fleet of *Solomon*, which went to *Ophir*. . . . After what we have seen of the Navigation of the former, it will not be very difficult to make appear more clearly than has ever yet been done, which Way it took for performing this Voyage.

First, there is a great Probability, that *Solomon* was informed by some *Arabians*, or by the Queen of *Sheba* herself, long before she came to see him, of the Maritime Places, from whence they drew their Gold, their Spices, and the other rich Merchandizes of their Commerce, as well as of the Route which they had to go; and that it was in Consequence of this Discovery, that he took the Resolution to maintain, in some Port of the *Red Sea*, a Fleet to proceed every three Years, according to the sacred Text, to the same Places which were frequented by that of the *Arabians*; this could not be otherwise for many Reasons, which may be deduced from all that I have advanced, and from that which I shall yet add here.

Secondly, it cannot be doubted that *Solomon*, after this Discovery, and with the Design of drawing from *India*, the same Treasure which the Ports of *Arabia* procured, did not take Care to secure Pilots to conduct his Ships to those Places; and

NAVIGATION  
OF  
SOLOMON'S  
FLEET.



and as his Fleet wanted Men to fit it out, and serve aboard it, this Prince, for that Reason, obtained, as the Scripture informs us, from *Hiram* King of *Tyre*, some People experienced in Maritime Affairs, who, as it likewise appears, had also Ships in the *Red Sea*, to join with those of *Solomon* in this Voyage.

It is evident by what I have said, in Regard to the *Arabians*, that the Islands of *Ceylon* and *Sumatra* were the principal Places, to which they sailed; the Fleet of *Solomon* ought certainly to do the same in holding the same Route; I would say, in traversing the midst of the Sea.

It cannot positively be affirmed, that the Isle of *Ceylon* has been formerly rich in Gold, as many of the Learned believed, and that this Fleet which certainly went thither, drew its Gold from thence, as it did its precious Stones, Cassia, and Cinnamon; but it may be supposed, with much greater Probability, that it got it from some Part of the Peninsula of *Malacca*, called anciently the *Chersonese of Gold*, or from the Island of *Sumatra*, since this has been always, as it still is, full of this precious Metal. The Sea is as easy, or easier, to pass from the Isle of *Ceylon* to that of *Sumatra* by the western Monsoon, than it is from *Arabia* to the Coast of *Malabar*, or to the Island of *Ceylon*, as I have demonstrated. These two Traverses have been always practised with the greatest Facility. That which the Learned suppose, along the Eastern Coast of *Africa* to *Soffala*, is ten Times more difficult and dangerous, without reckoning that this last Place is two hundred Leagues more distant from *Arabia* than the Isle of *Sumatra* is, and that the Winds, which are not the same, nigh this Coast, as in the Middle of the Sea, are irregular, and very often contrary. In a proper Season, a Passage is now made from *Arabia* to *Sumatra* in less than a Month, which cannot be done in four, from the same Place to *Soffala*, by coasting *Africa*, in any Time that may be chosen.

It is then clear that this is that direct Route from *Arabia* to *Ceylon* and *Sumatra* which the *Arabians* took; and which the Fleet of *Solomon* always chose as the easiest and most profitable, or as the only one that could procure him the most precious Merchandizes of all the East as well as all Sorts of Spices.

*Aloe*, which is a most odoriferous Wood, and which is spoken of in Scripture, is only found in these Countries, and of which it having been always a principal Commerce, is a strong Proof, that the Fleet of the *Arabians*, and that of *Solomon*, went to those Places. Let us yet add, that the Woods of *Almuggin* came from thence, and it may reasonably be supposed the *Sandal*, being also a sweet smelling Wood; it comes from the Island of *Timor*, and the *Macassers* have always carried it to *Malacca* and *Acbin*, in the Isle of *Sumatra*, for Sale to the other Nations of *India*, who have ever diligently sought it.

These Elucidations, which strongly agree in Favour of the Truth of those ancient Voyages, ought to release the Curious from the Perplexities and Embarrassments, into which the Commentators on the Bible, by the Difference of their Opinions on this Matter, have thrown them. The ancient History of Commerce receives also a clear Light from this easy Demonstration, where the Navigation of the *Indies* has always been, and the Transport of the rich Merchandizes that have at all Times come from thence.

Besides, it is seen by these very Eclaircissements, that it is by no Means necessary to make the Fleets of *Solomon* and *Hiram* undertake the painful Tour of *Africa*, to fetch every Time the Gold and Merchandize as far as *Spain*, as Mr. *Huet* has pretended, and yet more recently the Author of the *Spéctacle de la Nature*. These Gentlemen, on the Credit of some ancient Historians, who relate an Example of a Voyage that was made round *Africa*, have thought they might conclude, that the Fleets of the *Hebrews* and *Tyrians*, which sailed from the *Red Sea*, made this Route in the same Manner, and, what is more, that they repeated it, according to them, every three Years.

This is not a proper Place to enlarge on explaining the Difficulties the Fleets must encounter, to make this prodigious Tour along Shore, as these Authors have advanced: It is easier to imagine it in a Closet than to make it on the Spot, and to go to examine or prove the Dangers; if they had drawn for themselves an exact Picture of the Fatigues to be endured in risking to follow the Coasts of this great Part of the World, and had painted the unknown Shelves and Banks under

Water,

## AND COMMERCE, FROM THEIR ORIGIN.

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Water, with which the Coasts are so well furnished; the contrary Winds and Currents which last long; and, what is worse, the Wrecks which Tempests almost continually occasion, on being too near a Shore, they would, without Doubt, have changed their Language. Even now, when Navigation is more perfect than ever, how many Wrecks happen in tempestuous Seasons, when Ships are in Sight of the Coasts either near their Arrival, or after sailing from some Port? These Wrecks would be more frequent and numerous, if the Seas and Havens were strange and unknown, and without the Charts now used, of which they were formerly ignorant.

The Coasts of *Africa* are in many Parts difficult to frequent; there are Heights, Lengths, and Steepnesses, full of Shelves, and where the Sea is dreadful in the Motion and Noise of its Waves, which break against an Infinitude of Rocks. How many Ships have the *Portuguese*, *English*, and *Dutch* lost, and still lose, near the *Cape of Good Hope*, notwithstanding the great Experience they have had in Navigation on that Coast! Their Losses have been still greater on many Occasions in the very Road of that Cape.

*Africa* has in truth always produced Gold and Ivory, but it is a Mistake to think that it has also yielded Spices and precious Stones; if Historians of former Times, and, among others, *Pliny* have affirmed it, they ought to be regarded as having fallen into an Error in that Respect, the same as has often happened to them in many other Things.

On the contrary, the *Indies* have always abundantly afforded these rich Productions, with many others, of which Use has been made in Trade. Present Experience suffices to demonstrate these two Truths; and these are Facts which prove in their Turn, that it was not to *Africa*, and yet less to *Spain*, that *Solomon* sent his Fleet to load those precious Commodities, so diligently sought after in Antiquity. If any such Fleet had risked making the Tour of *Africa* to come to *Spain*, what Appearance or Probability was there that it returned by the same Way, and under the same Risques, rather than through the *Mediterranean*, to get to some Port in *Syria*, which is much nearer, and the Sea better known and less dangerous?

*Ophir* and *Tarshish*, where the said Fleets went, according to Scripture, are not then the same Places that *Mess. Huet* and *Pulche* have endeavoured to establish in *Africa* and *Spain*, viz. *Ophir* at *Sossala*, and *Tarshish* in *Andalusia*. The learned *Bochart* has likewise found these Places in the *Indies*, notwithstanding the Opposition which the *Abbé Pluche* made against him. I am strongly led to believe, with *Antoine du Pinet*, the Translator of *Pliny*, that *Tarshish* was *Guzurate*, named by *Pliny* himself *Gedrosi Populi*. That Author always translated this ancient Name into that of *Tarshish* and *Guzurate*.

The first Voyages to the *Indies* were made from that Side, and it is probable from this, that the *Hebrews* called the Sea which bordered on it, the Sea of *Tarshish*, to distinguish it from the *Red Sea*, which was the nearest to their Country among those to the Eastward of them.

In fine, in Respect of *Ophir*, it appears, that that Place must be *Sumatra*, because this *Isle* has always been the richest in Gold; or else the *Peninsula of Malacca*, believed to be the *Golden Chersonese* of the Ancients, and where were found the odoriferous Woods, and other Aromatics, which the more remote Nations have always brought there, and even to *Acbin*, the Capital of *Sumatra*.

To finish this Subject, I shall remark, that the Author of the *Spéctacle de la Nature* has attempted to demonstrate, "that the Knowledge of the North Star rendered Navigation anciently more bold and fortunate; that the *Phœnicians* were those that applied themselves to it most; that they taught it with Success to the *Hebrews*, and that they served for Guides to the Fleets of *Solomon*; and that, in fine, by their indefatigable Activity, and by their continual Attention to the Information of the Polar Star, they penetrated every where." By which this learned Man gives us to understand, that these same *Phœnicians* made the *Hebrews* make the Tour of *Africa* by the Assistance of that Star; but how could it serve for this long Voyage, when it is hardly seen only at five Degrees of Northern Latitude, that is to say, one hundred Leagues on this Side the Line?

This Author, to shew that the *Phœnicians* with the *Hebrews* might make this Tour Coastways, relates an Example taken from *Herodotus*, viz. that *Necao*, King of *Egypt*, sent some Pilots on the *Red Sea*, and ordered them to make the Tour of *Africa*, which they did, and, returning by the Straits of *Gibraltar*, they arrived in *Egypt* the third Year: But when will another Fleet, supposing this Story true, be able to do the same? And, seeing that these Pilots were near three Years in making this Tour, the Fleet of *Solomon* would not have failed being almost six, in making the same Voyage twice, going and coming, without counting its Stay in *Spain*; besides, a Fleet never fails, by a third, so quick, as a Ship or two, can separately.

As these Pilots with their People did not incurber themselves, it is said, with many Provisions to make this prodigious Tour, he takes Care to relate the Passage of *Herodotus*, which says, that these People advanced into the Southern Sea, and that as they were not ignorant, that the Summer Rains destroyed, in the most remote Part of *Africa*, that which was sown in the Spring, when they found themselves in Autumn, they landed, sowed, and waited the Crop, without ever leaving the Coasts of *Lybia*, that is to say, of *Africa*, getting in their Harvest, and reimbarking.

This favours strongly of a Fable, to any one acquainted with the Country and Soil of *Africa*; besides, *Herodotus* supposes a Thing of which he was ignorant, viz. that our Autumn makes the Spring in the meridional Parts of *Africa*, their Seasons being opposite to ours. There might be many Things offered to demonstrate the Impossibility of this Practice among Travellers of this order.

When a Writer is ignorant of Geographical Particulars, and the Nature of a remote Country, he cannot avoid, at least, falling into false Suppositions, when he speaks minutely of them. This is what Persons who know these Places, by having been there, generally remark very well and justly.

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THE

MERCHANT'S DIRECTORY.

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*Of Merchants, whether Natives or Foreigners; their Character; some Directions for their prudent Conduct; and an Abstract of the Laws now in Force concerning them.*

THE Antiquity of the free Profession of a MERCHANT may justly entitle it to claim Precedency to Nobility of Birth, and all hereditary, or new created Dignities conferred on Men by Emperors or Kings; for there were eminent Merchants in the World long before there were any Nobles, or titled Gentry. But, in the early Ages of Commerce, the Rank and Profession of a Merchant was neither so well understood, nor so clearly distinguished from that of simple Inland Traders or Shopkeepers, as it has been in modern Times.

A Confusion of the terms Merchant and Trader, derived from the Latin word *Mercator* and *Tradendo*, prevailed for a long Time, and was adopted by Commercial Writers. The literal Translators from *Cicero* give no other Definition of his Sense of the Word *Mercator*, than that he is a Person who buyeth and tradeth in any Thing. And in the early Annals of *England* and *Scotland* we find Traders, who resorted to the publick Fairs, indiscriminately stiled *Mercatores*; they are thus denominated in the publick Records in the Reign of *Edward I.* But, after the firm and extensive Establishment of Commerce in this Country, protected by a maritime Force, and improved by the Settlement of Colonies, a just Distinction took Place between the Merchant, and the inland Trader, whether in the Grofs or by retail. *Mun*, an eminent modern commercial Writer, very happily calls a Merchant, the Steward of the Kingdom's Stock, by Way of Commerce with other Nations. "*None therefore, in Great-Britain, can properly be stiled Merchants, but such as export her native Products and Manufactures, or those of her Colonies, to foreign Climes; or import the Commodities of different Countries into these Kingdoms.*" To this proper Acceptation of the Word Merchant it will be necessary strictly to adhere, that we may not confound the Rank and Character of the *British* Merchant, with that of the wholesale Dealer or Trader, an Error which we may be easily led into, if we consult the common Directories and other printed Lists of our Citizens, some of whom, prompted by Vanity, give a small annual Gratification to the Printers, to be placed in the first Class of Citizens, when their Situation only entitles them to the Second. This Distinction deserves particular Notice in this Place, because the Education required to accomplish the Character of a *British* Merchant, is by no Means necessary for the second Class of Citizens, wholesale Traders.

The mercantile Profession stands in a high Degree of Estimation with all the Nations of *Europe*, except *Spain*. In *France*, by two Arrêts of *Lewis XIV.* the one in 1669, and the other in 1701, a Nobleman is allowed to trade both by Land and Sea, without any Disparagement to his Nobility; and we have frequent Instances of Merchants being ennobled in that Country, from Respect to the Utility which their Commerce, and the Manufactures they have set up, has produced to the State. In *Bretagne*, even a Retail-Trader does not derogate from his Nobility, which only sleeps whilst he continues to exercise it, or, in other Words, he only

only ceases to enjoy the Privileges of his Noblesse, whilst he carries it on, and re-assumes it by leaving off Trade, without any Letter or Instrument of Rehabilitation. In many other States, and more especially in the Republics of *Venice*, *Holland*, and *Genoa*, its Value increases, and I wish I could say the same Regard was paid to it in *England*; but its Importance is not so justly considered by us as it ought to be, more especially, as we enjoy every desirable Advantage for carrying it on; and, could the Gentlemen engaged in it be brought to this Way of thinking, and be persuaded to do Justice to a Profession we all esteem honourable, by a stricter Imitation of the above-mentioned States, and, not only study, but adopt their Assiduity and Diligence, more especially that practised by our industrious *Flemish* Neighbours, from a sincere Conviction of the Excellency of the mercantile Employ; we should soon outstrip every Competitor, and render the *British Merchant* as celebrated as the *British Valour*, or the *British Power*, which he, more than others, contributes to support. It is true, Commerce stands so fair in the Esteem of an *Englishman*, and promises so many Occasions either for raising or improving a Fortune, that many younger Sons and Brothers of Peers are frequently bred up to, and embrace it; but then, they are too apt to quit it on succeeding to the Dignities of their Families, or to some publick Employment, and withdraw those Funds, which might otherwise be continued in it, both to their own and the Nation's Emolument; whereas, was a contrary Practice observed, and could many, whose immense Riches enable them, be persuaded to pursue their first Beginnings, and destine Part of their great Effects to run into this Channel, we should see Commerce yet daily improve, and many more active Professors shining at the Head of it than we now do; a Number of important Enterprizes might be undertaken, and happily concluded, to the no small Increase both of publick and private Interest: But it is a Misfortune that many Gentlemen who have been enriched by it, or their Inheritors, frequently withdraw from it, to live in Retirement, or by an Advancement to Honours and Posts, change the profitable and pleasureable mercantile Life for the more troublesome, though splendid one, of Grandeur and Power; and notwithstanding such may, and undoubtedly often do, look down on their quondam Business as derogatory and now beneath them, yet a prime Minister of *France*, and several successive Grand Dukes of *Tuscany*, as mentioned in the preceding Discourse, I should think might countenance any one's Continuance in it, as they deemed it no Disparagement to their high Stations. And, to shew how Commerce is thought of by most Foreigners, we may subjoin to the Examples already quoted of the Regard paid to it, that many of the *Italian* Princes are the principal Merchants of their States, and think it no Discredit to make their Palaces serve as Warehouses. Many of the Kings of *Asia*, most of those on the Coast of *Africa* and *Guinea*, traffick with the *Europeans*, either in Person or by their Ministers; so that, in Reality, *Spain* is the only Country I know of, where the mercantile Profession is in Disrepute; and there it is counted less ignoble and ungenerous to beg, than to make, or improve a Fortune, by merchandizing. And, before I proceed to mention the Laws in Force concerning Trade and Commerce, I shall here describe the necessary Qualifications of Merchants, and give some few Rules for their Conduct, tending to secure to them the Success they aim at.

Previous to a Man's becoming an universal Dealer, he ought to treasure up such a Fund of useful Knowledge, as may enable him to carry it on with Ease to himself, and without risking such Losses and Disgraces, as great ill-concerted Undertakings will naturally expose him to; wherefore, to reduce this necessary Science to a proper Regulation, I shall recommend the following Particulars to his Acquirement, and, if his Concerns are more limited, his Learning and Knowledge may be so too.

The first Care of Parents or Guardians who design to bring up a Youth to be a *British Merchant* should be, to instil into his tender Mind the soundest Principles of Religion and Morality, and a sacred Veneration for Truth; Probity should be the Basis of all his juvenile Actions; nor should he, even in his Sports and Pastimes, ever be suffered to forfeit his Word, or evade his Promise.



The early Cultivation of his native Tongue is indispensably necessary and to be preferred to the Study of the dead Languages. Parents cannot be guilty of a greater Folly than to make Lads labour hard at Latin and Greek seven or eight Years, when perhaps they will not have Occasion twice in their Lives, to speak, read, or write, either of these Languages.

*The general Merchant then, should learn;*

1. To write properly and correctly his native Language.
2. All the Rules of Arithmetick, which have any Affinity or Relation to Commerce.
3. To keep Books of double and single Entry, as Journals, Ledger, &c.
4. To be expert in the Order and Forms of Invoices, Accounts of Sales, Policies of Insurance, Charter-parties, Bills of Lading, and Bills of Exchange.
5. To know the Agreement between the Monies, Weights, and Measures of all Nations.
6. If he deals in Silk, Woollen, Linen, or Hair Manufactories, he ought to know the Places where the different Sorts of Merchandizes are manufactured, in what Manner they are made, what are the Materials of which they are composed, and from whence they come, the Preparations of these Materials before working up, and the Merchandize after their Fabrication.
7. The Lengths and Breadths which Silk, Woollen, or Hair Stuffs, Linens, Cottons, Fustians, &c. ought to have, according to the diverse Statutes and Regulations of the Places where they are manufactured, with their different Prices according to their Times and Seasons, and, if he can add to this Knowledge, the different Dyes and Ingredients which enter into the Formation of the various Colours, it will not be useless.
8. If he confines his Traffick to Oils, Wines, &c. he ought to inform himself particularly of the Appearances of the succeeding Crops, for his Government in disposing of what he has on Hand, or to learn, as exactly as he can, what they have produced when got in, for his Direction in making the necessary Purchases and Engagements.
9. What are the Sorts of Merchandize which are found more in one Country than another, those which are scarce, their different Species and Qualities, and the properest Method for bringing them to a good Market, either by Land or Sea.
10. Which are the Merchandize permitted or prohibited, as well entering as going out of the Kingdoms or Estates where they are made.
11. The Price of Exchange, according to the Course of different Places, and what is the Cause of its Rise and Fall.
12. The Customs due on Importation or Exportation of Merchandize, according to the Usages, Tariffs, and Regulations, of the Places, that he trades to.
13. The best Manner of folding up, embalming, or tonning the Merchandize for their Preservation; and to be the least chargeable.
14. The Price and Condition of freighting, and insuring Ships and Merchandize.
15. The Goodness and Value of all Necessaries for the Construction and Repairs of Shipping, the different Manners of their Building, what the Wood, the Iron, the Masts, the Cordage, the Anchors, Cannons, Sails, and all Requisites may cost.
16. The Wages commonly given to Captains, Officers, and Sailors, and the Manner of engaging with them.
17. The modern foreign Languages, or at least as many of them as he can attain to, which may be reduced to five principal ones, viz. The Spanish and Portuguese which are in Use in almost all the East, particularly on the Coasts of Africa, from the Canaries to the Cape of Good Hope. The Italian, understood on all the Coasts of the Mediterranean, and in many Parts of the Levant. The Teutonic or German, which is understood in almost all the northern Countries.

tries. And the *French*, which is now become almost universally current, fashionable, and useful.

18. The consular Jurisdiction with the Laws, Customs, and Usages, of the different Countries he does or may trade to; and generally, all the Ordinances and Regulations which have any Relation to Commerce, either at Home or Abroad.

19. In fine, although it is not precisely necessary that a Merchant be very learned, it is, notwithstanding, very proper that he should know something of History, particularly that of his own Country; of Geography, Hydrography, or the Science of Navigation; and that he has a Knowledge of the Discoveries of the Countries where Trade is established, in what Manner it is settled, of the Companies which are formed to support those Establishments, of the Colonies that they have sent out, of which he need not want Memoirs, as almost all are inserted in this Work, and which he may also learn from the Relations of Travellers; all these Things are of a very great Utility for the Enterprizes of Commerce, which he may have a design to undertake.

20. If the Circumstances of Situation and Fortune will allow of it, after he has finished his domestick Education, and has been introduced into the Accounting-House, to be shewn the general Method of Correspondence with foreign Merchants, we will suppose about his eighteenth Year, he should be sent for two or three Years on his Travels to commercial Nations; recommending him, at each Place where he is to reside, to some considerable Merchant, who should be advised to receive him without Form or Ceremony, upon the Footing of one of his Family; and, so far as is consistent with the necessary Secrecy of commercial Transactions, to let him assist in his Accounting-House, at the Custom Houses, and on the Quays.

We may add to the foregoing Requisites for forming a Merchant, that he ought on all Occasions to avoid Fraud and Deceit as corroding Cankers to his Reputation and Fortune; for however cunningly the Mask is worn, Chance may, or Time certainly will, discover the Cheat, and render the Wearer exposed to the Contempt and Insults of those he has imposed on; and, to what has been said, permit me to subjoin the Advice, that he who undertakes to be a Merchant should do it with great Caution, and Circumspection, observing several Circumstances tending to secure him Success: as first, to make himself Master of that Branch of Commerce he intends to engage in; and if he does not transact his Business personally, to be cautious in his Choice of Factors; above all, that they be noted for their Capacity and Integrity, otherwise the best laid Scheme may be rendered abortive, and produce a considerable Loss, instead of an expected Advantage, through the Treachery, Neglect, or Ignorance of the Agent; for which Reason a Merchant should not be drawn in to employ a Factor, with whose Character he is unacquainted, from any Motive whatsoever, even from that most prevailing one, of serving for a less Commission than what others commonly do, as I am sure no Concern is worth carrying on, that will not afford the Allowance generally made to those the Merchant thinks proper to substitute and employ. His first Care, therefore, should be the Choice of such a Correspondent as he can depend on, whose Integrity will naturally lead him assiduously to solicit and promote the Interest of his Principal, unbiassed by any sinister Views of his own. But as Merchants, as well as Inland Traders transact a great Part of their Business themselves, I shall here add some valuable Remarks for their Government in Purchases and Sales, partly extracted from *Monf. Savary's Parfait Negociant*, and partly what my own Experience has furnished me with, as they may be equally serviceable to an *English* and *French* Reader; though *Mr. Savary's* Share of them was principally intended for the latter.

*Trade* becomes more or less perplexing, according as it is more or less extensive; and it is for this Reason that Merchants ought to appropriate different Maxims and Considerations for the Conduct and Management of their Affairs.

Those who traffick in the Merchandize of our own Manufactories, or confine their Trade to the Consumption of one City only, run less risks, and carry on their Business easier than those who dispose of their Goods, not only in the Place of their Residence, but to Dealers or Retailers in other Parts of the Kingdom,

or abroad; this shall be explained, after treating of the Manner which Merchants ought to observe in the Purchase of Commodities, and the establishing Fabricks themselves.

And for this it is to be remarked, that in Places where any considerable Manufactories are settled, there are generally associated Merchants, who supply the Fabricators with the necessary Materials for their Works, which they sell them, and in Payment take their Goods, which they afterwards dispose of in other Places, or on the Spot, to supply Comm'ions given them.

Though there are some of the Artificers so opulent, as to buy and procure the Materials they want for the supply of their Manufactories from the first Hands; yet there are others, who being Masters of less Stock, sell their Goods to the first Purchasers that demand them.

Now Merchants must govern themselves in their Dealings with these three Sorts of Men, according as the Times and Seasons shall dictate; for in those when the Merchandize are scarce and in Demand, they must buy of all as well as they can, and according to the Advantages that may present; but, when Commerce is dead, or little stirring, and Abundance of Goods lying on Hand, they should then act with Circumspection, and observe the following Maxims in all their Purchases.

1. When Goods begin to rise in Price, which commonly proceeds from these two Causes, either that the Value of Materials is exceedingly augmented on Account of their Scarcity, or that there are but few Goods ready-made, to supply a brisk Demand, it is natural for those that are perfected to increase in Value, in Proportion to the Want and Paucity of them; but it is Prudence in him who would buy under such Circumstances, to examine the Causes that produce this Augmentation, and, if the Goods are Silk, enquire whether the Crop of that Commodity has been good or bad, though, if the Season has been moist and rainy at the Place of its Growth, he may be assured of the latter, and that the Scarcity of the Merchandize proceeds from this of the principal Material.

It is equally the same in the Manufactories of Cloth and other Woollens, when Wools are scarce and risen in Price; and the same with Linens under the Shortness of the Crop of Hemp and Flax, and indeed of all Sorts of Materials, which compose the Manufactures of the different Sorts of Merchandize, current in Trade; because the Scarceness of these augments their Price, and consequently that of the Commodities made of them.

There is no Doubt, that when the augmented Price of Merchandize proceeds from the Scarcity of their Materials, that it not only will remain so long, but that it will daily rise by little and little, and in this Case afford the Merchant no Room for Deliberation, who ought immediately to buy and make his Bargain, to receive afterwards, in a certain Time, the Quantity he judges he may want to sell.

If the Rise of Goods proceeds from there being few in the Fabricks, and a great Demand for them, and not through Want of the Materials which compose them, the Buyer ought to act with Sagacity and Prudence in their Purchase; because this probably is a Fire that will soon extinguish, and this Augmentation last no longer than the Warmth that occasioned it, for two Reasons; the first, because it may be, Chance effected it, owing to several Merchants of different Places accidentally giving their Commissions at the same Time, or that they happen to meet at the Manufactories, which makes the Fabricators stand firm to their Prices, though, when these Merchants are supplied, Things return to the same State they were in before, and such an Occurrence makes them sometimes even diminish greatly in their Value, because the Workmen, seeing themselves fought after, engage deeply in their Fabricks, and the Abundance then occasions a Cheapness, in the same Manner, as a Scarcity before produced the Reverse; and these Considerations are very important towards successful Purchases.

2. The second Maxim, necessary to be observed in the buying Merchandize is to be extremely circumspect in his Words, that the Purchaser's Desire of having the Goods he is treating for may not appear; and he should not slight or undervalue them, in order to be thought not to want them, as this Cunning only serves to embarrass the Mind of the Manufacturer, and make him more firm and tenacious

cious under the Uncertainty, whether this is a Feint or not, and is a Means of his not so soon resolving to part with his Goods at the Price offered for Fear of being surprized: On the contrary, he ought to act with Sincerity and Frankness, accompanied, however, with Prudence; Workmen liking better to deal with such Sort of Chapmen, than with those who use Tricks and Subtlety.

3. The third is to consider whether the Merchandize has diminished in Price from a higher Degree to which it was before mounted, or whether it is augmented in Price from a lower one, at which it was, by Reason of a Dulness in Trade, or by the too great Abundance that there has been in the Fabricks: This is the greatest Nicety on the Part of the Buyers.

For if it is at the Height of its Dearness, and tends to a Fall, then you ought not to buy, because it is certain, that if the Cause which made it mount to so high a Price ceases, it will daily diminish, till it returns to the Point of its just Value.

On the contrary, if the Goods are at their lowest Value, and the Price begins to rise, it is then a Time to buy, because it is certain that it will daily augment, so long as the Cause which gave room for its Augmentation lasts.

And though what has been said may appear a Paradox, it is however a Truth founded on Experience, and by which the most skilful and ingenious Merchants have greatly lost or gained, according as they have timely taken their Measures or neglected them.

4. The fourth Maxim in the Purchase of Goods is, both to know and reflect where they will meet the best Sales, and then suit their Quality to the Taste of the Inhabitants.

5. The fifth Maxim is to buy of the poorest Workmen, because they, not having Means to lay up their Manufactures, must sell cheaper than the Opulent, who have Substance, and can keep their Goods till a fit Opportunity offers for a more advantageous Sale.

6. The sixth Maxim is, not to be drawn in to engage beyond your Capital by the tempting Bait of a cheap Purchase, and from a wrong Calculation of your Ability to pay at the Time agreed on; as a Failure of Punctuality herein will occasion a Loss of Credit among the Fabricators, not to be recovered.

7. The seventh Maxim is, not to employ, as Factors at the Fabrick, any who act as Merchants, and sell the Materials to the Manufacturers; for they always buy the Goods dearer than others who have nothing to sell, because they give a Part in Payment, and very often to recover from their Debtors they take of them Merchandizes in Payment, which are neither so good nor so fashionable as those bought with ready Money.

8. The eighth and last Maxim, which I shall mention on this Subject, is, that if the Buyer has a Partner, one of them should be on the Spot, for two Reasons; *first*, because, being interested in the Purchase, he is more diligent, and takes better Care of what he does, than a Factor, who often regards nothing more than his own Interest, and who, having Commissions from several Merchants, favours those he pleases: The *second* is, because Affairs are transacted more secretly, and, many Times, Opportunities offer for good Purchases, which one commissioned doth not dare to engage in, though on such Adventures large Profits are frequently to be made.

These Maxims also hold good in the Purchase of all other Commodities, and if carefully attended to, will lead the Merchant in the Steps he ought to tread, to secure Success; and as these have been advanced to guide him in laying out his Money to the best Advantage, I shall now borrow the Assistance of the same Author to furnish him with proper Directions for his Management in conducting his Sales.

*First*, The Merchant should avoid many Words and Circumlocutions in his Dealings, as they will make him look more like a Retailer than one who is not so; and, supposing he is treating with one of this last Class, he may be assured, that the Buyer understands the Value of the Goods, so that the Merchant only occasions himself an unnecessary Trouble to ask much out of the Way; therefore what is principally to be observed, in Sales on Credit, is, that his Debtor be one noted for his Punctuality and Honesty, and also for dispatching large Quantities of

Goods

## OF MERCHANTS.

Goods, as these Motives should induce a Preference to be given to one so qualified, though with less Profit, rather than to another with an inferior Credit and less Trade.

2. If the Merchandizes dealt in are such as are dependent, in some Sort, for their Value on the Mode, Seasons ought to be consulted for advantageous Sales, so that, if those proper for the Winter are asked for at the latter End of it, it is not reasonable to expect so much then as in the Beginning, neither is it consistent with the Owner's Interest to keep them, as he may have no other Offers till the returning Year, and he then risks their continuing in Fashion, so that it will be prudent to embrace any tolerable Offer, under these Circumstances, that is made him.

3. He ought not to trust too much to any one Person; for, in Case of a Failure, it may straiten him, and, in the End, bring him to the same Misfortune; therefore Prudence will direct him to disperse his Effects in many Hands, that, if one or two miscarry, he may be less sensible of his Loss, and better able to support it: This is a very necessary Maxim to be observed by those who have large Dealings, as the Sufferings by a contrary Practice are innumerable, and there is no one Article of Misconduct that has brought so many to Ruin at this.

4. A Merchant should not inconsiderately engage with young Men, who have little more to recommend them to Credit than being the Children of rich Parents, as a Trust on this Account is the Product of a very false Maxim; because, if they do otherwise than well, their Fathers would hardly pay their Debts, as the Creditor may have flattered himself, neither is it reasonable to expect it, no more than to think they should incommode themselves, or hurt their other Children, purely to support a Son, whom Gaming, Debauchery, or at best Imprudence, has reduced.

5. If it happens, that Debtors omit paying what they owe at the Time agreed on, the Creditors should not oppress them with an extravagant Interest; for, though Necessity obliges them seemingly to submit, it is a sure Canker to their Fortunes, which too often at last involves both the Trustee, and him that trusts, in Ruin. Besides, if the latter escape a Failure he has drawn the other into, I should think he must suffer severely from the Stings of Conscience, when reflecting on his occasioning the Debtor's Misfortunes, by the Extortion he had imposed.

6. The sixth Maxim is never to lend to any Sort of Persons whatsoever on an unjustifiable Security, nor to take an unwarrantable Interest; for this is a detestable Act, and exposes the Usurer to the Penalty of the Law, and renders him abominable both in the Sight of God and Man.

It is, however, both reasonable and prudent for a Merchant to take Pledges or Securities from his Debtors, and to be cautious of what they consist; for, if they are in Merchandize, the Colours, Fashions, &c. of them may change, or the Quality may suffer by keeping, so that whilst he imagines he has the Value of what is owing him in Hand, he may be mistaken by the Half: And in these Cases of lending or selling on Trust, and taking Pawns instead of Notes for Security, the Seller or Lender should add to the above Precaution, that of making the Terms of the Deposit very clear and apparent, in Case of a Failure in the Debtor, and a consequential Claim of the Goods by the other Creditors, as a joint Property; otherwise he may be accused of endeavouring to conceal the Bankrupt's Effects; and if he has not taken the prudent Steps he ought in his Dealings, may be obliged to give up what he has received as a Security, besides suffering in his Reputation, for being unable to justify what he asserted and pretended; it would therefore be very proper to have the Affair transacted before Witnesses, or at least to have all the Goods that are pledged particularly specified in the Note or Obligation given for the Trust or Loan, by which Means the aforementioned Inconveniences would be avoided.

7. A Merchant should always endeavour to dispose of such Goods as are decaying, damaged, or growing unfashionable, as soon as he conveniently can; and if Money is not obtainable for them, he should barter them, if he can do it, on a tolerable Footing; regarding, however, in this Case, not to make the Exchange,



as it were with his Eyes shut, but, *first*, be certain, that he is well versed in the Quality, and has a perfect Knowledge of the Goods he takes in Return, otherwise he may verify the Proverb of being *Out of the Frying-Pan into the Fire*; for Deceits are very common in these Negotiations. *Secondly*, he ought to know where, and on what Terms he can get rid of his new Effects, otherwise he may risk losing more by them, than by his old ones. And, *thirdly*, he should always avoid giving any Share of ready Money in the Bargain, if he possibly can, as he that parts with it is sure to have less Advantage in these uncertain Dealings, than he that receives it.

8. And *lastly*, A Merchant should never sell any of his Goods in small Parcels, except driven thereto by mere Necessity, as this is derogating from his Character, and will certainly occasion him a Loss of his Retail Customers.

I shall now lay before the Reader, Abstracts from the Statute Laws of *England*, relating to Merchants, independent of the *Law-Merchant*, or the Laws of Corporations and Commercial Companies.

Merchants here, were always considered as subject to the Jurisdiction of the Common-Law; though the municipal Laws of *England*, or indeed of any one Realm, are not sufficient for the ordering and determining the Affairs of Traffick and Matters relating to Commerce; Merchandizing being so universal, and extensive, that it is impossible; therefore, the *Law-Merchant* was established, so called from its consisting of certain invariable Maxims, Ruies, and Regulations, which have attained the general Assent of the respectable Merchants of every considerable commercial Country for Ages past, and to which all Nations pay a just Regard. In all Contests decided by Arbitration, the *Law-Merchant* is principally adhered to; and the common and Statute Laws of this Kingdom leave the Causes of Merchants in many Cases to their own peculiar Laws. In the Reign of King Edward IV. a Merchant Stranger made Suit before the King's Privy Council, for several Bales of Silk feloniously taken from him, wherein it was moved, that this Matter should be determined at common Law, but it was answered by the Lord Chancellor, that as this Suit was brought by a Merchant, he was not bound to sue according to the Law of the Land.

In former Times it was conceived that those Laws that were prohibitory against foreign Goods did not bind a Merchant Stranger; but it has been a long Time since ruled otherwise, for in the Treaties that are now established between Nation and Nation, the Laws of either Kingdom are excepted, so that as the *English* in *France*, or any other foreign Country in Amity, are subject to the Laws of that Country where they reside, so must the People of *France*, or any other Kingdom, be subject to the Laws of *England*, when resident here.

Mich. 12 and 13 Eliz. Dyer 206. *English* Merchants are not restrained to depart the Kingdom without Licence, as all other Subjects formerly were; they may depart, and live out of the Realm, and the King's Obedience, and the same is no Contempt, they being excepted out of the Statute 5 Rich. II. c. 2. and by the common Law they might pass the Seas without Licence though not to merchandise.

9 Hen. III. c. 30. By *Magna Charta* it is enacted, that all Merchant Strangers in Amity (not publickly prohibited) shall have safe Conduct to come into, depart out of, and remain in *England*, and to travel by Water or Land, in and through the same to buy and sell, &c.

Stat. 9 Edw. III. c. 1. And if any Disturbance or Abuse be offered them, or any other Merchant in a Corporation, and the Head Officer there do not provide a Remedy, the Franchise shall be seized, and the Disturber shall answer Double Damages, and suffer one Year's Imprisonment, &c.

Edw. III. 14. Stat. 2. c. 2. All Merchants (except Enemies) may safely come into *England*, with their Goods and Merchandize.

5. Rich. II. c. 7. Merchant Strangers may come into this Realm, and depart at their Pleasure, and they are to be friendly entertained: and Merchants Alien shall be used in this Kingdom as Denizens are in others by the Statute.

27 Edw. III. c. 17. No Merchant shall be impleaded for another's Debt, whereof he is not Debtor, &c. and if a Difference arises between the King and any foreign State, Alien Merchants shall have forty Days Notice, or longer Time, to sell their Effects and leave the Kingdom.

*N. B.* The Time for Merchants to withdraw their Effects has been by all late Treaties enlarged to fix Months, during which Term they are to remain free and unmolested as well in Person as Goods. But by the found Policy of *Great-Britain* this regulation is rendered useless, for all foreign Merchants, even the Natives of the Kingdoms with which we are at War, are suffered to remain with their Effects, and to carry on their Commerce in Time of War as usual, so long as they conform themselves in every Respect to the Laws of the Land, and behave as other good Subjects of the King. The *French* and the *Spanish* Government on the contrary have made it a Rule, to banish *British* Merchants and Traders from their Dominions according to the aforementioned Regulation.

All Merchants may buy Merchandize of the Staple, and any Merchant may deal in more Merchandizes than one; he may buy, sell, and transport all Kinds of Merchandize, excepting by later Acts, Wool, &c.

Merchant Strangers are to find Sureties, that they shall not carry out the Merchandize which they bring into England.

And when they bring any Merchandize into the Realm, and sell the same for Money, they are to bestow it upon other Merchandizes of England, without exporting any Gold or Silver in Coin, Plate, &c. on Pain of Forfeiture.

The above Law is altered, permitting Gold or Silver Bullion, or any foreign Coin, or Jewels to be exported.

The same extends as well to Denizens as Strangers, and in Strictness of Law they ought not to receive any Gold in Payment. But now Payment may be made in any of the current Coins of this Kingdom.

And the Reasons of these Laws were to keep the Gold and Silver within the Realm, and at the same Time increase our Manufactures by encouraging their Exportation abroad.

Foreign Merchants are to sell their Merchandize at the Port where they land in Gross, and not by Retail.

But Goods imported in *British* built Ships, being the Property of Foreigners, shall pay Alien's Duty.

Alien's Duty taken off upon all the native Commodities, Coals only excepted, and Manufactures of England exported by Foreigners.

And Merchandize is to be laden, and unladen, at certain Ports, and in the Day-time under Penalties.

It shall be lawful for Merchants to transport Iron, Armour, Pistols, Muskets, Saddles, Swords, Bridles, &c.

Merchants, &c. corrupting or adulterating Wine, or selling the same adulterated, are liable to Penalties.

On Importation of Tobacco, Merchants have an Allowance of Eight per Cent. &c.

All Merchants Strangers, that shall be made Denizens, either by the King's Letters Patents, or by Act of Parliament, must pay for their Merchandize, like Custom and Subsidy as they ought, or should pay before they were made Denizens.

The Wares, Merchandizes, Debts, or Duties that Merchants have as Joint-Traders or Partners, shall not go to the Survivor, but shall go to the Executor of him that is deceased; and the Executor may join in an Action with the surviving Merchant.

In Copartnerships between Merchants it is not necessary to provide against Survivorship.

If two Joint-Merchants occupy their Stock, Goods, and Merchandize in common, to their common Profit, one of them naming himself a Merchant, shall have an Account against the other, naming him a Merchant, and shall charge him as Receiver + Denarium, &c. that is, as Receiver of the Money of him B, from

\* See quere, for it hath since been held, that the Executor and Survivor cannot join, for the Remedy survives, though the Duty debt not; and therefore on Recovery he must be accountable to the Executor for that. *Martin v. Crump*, 3 Bul. 414.

+ Co. Litt. 172. lib. lacerat. 17, 18, 19. F. N. B. 117. D.

from whatever Cause or Contract it shall redound to the common Profit of them A and B, as may be made appear by Lex Mercatoria, 10 H. VII. 16. a.

**Total Rep-  
mend, 340.** So where there are two Joint Merchants, and one of them dies, the other shall have Account against their Factor, without the joining of the Executor of the deceased.

**a Roll's Abr.  
702, 703.** In an Action upon the Case against A, the Plaintiff declares upon the Custom between Merchants, &c. that if two Merchants are found in Arrear upon Account, and they promise to pay it at certain Days, that any, or either of them may be charged for the whole singly; and then shewed the Account, that A and B were found in Arrears so much, &c. and promised to pay it at certain Days, but did not, and the Plaintiff brought his Action against A only, and resolved that it lay.

**Vel. 198. 1.** To call a Merchant Alien; Bankrupt, is actionable. *Tarbot cont. Morrison.*  
**Bolst. 134.** Debt upon a Bill by a Merchant to pay foreign Coin, amounting to so much to be paid upon the Feast of the Purification called *Candlemas-Day*. Upon *non est factum* pleaded, Verdict for the Plaintiff. Moved in Arrest of Judgment, that the Declaration was not good, because Payment at *Candlemas* is not known in our Law, yet the Judgment was affirmed, for that amongst Merchants such Payment is known to be on the 20th of February, and the Judges ought to take Notice of it, being used among Merchants, for the Maintenance of Traffick.

**28 Edw. III.  
Cap. 12. Sect.  
3.** No Ship shall be obliged to come to any Port of England, nor to abide, against the Will of the Master, or of the Merchants, whose the Goods be; and if such Ships come of their good Will, or be driven by Misfortune to any Port in England, and the Masters or Merchants will sell Part of their Merchandizes, it shall be lawful for every Man to buy such Merchandize, albeit the same be not put to Land to sell; so that no Merchant or other go to meet such Ships to forestal the Merchandize, so that the Masters and Merchants, after they have sold that which pleaseth them, and paid the Custom, may freely depart, and none shall disturb any Ship to come to any Port of England, but to the Port where the Masters and Merchants will of their free Will arrive, nor shall meddle with the Sale of the Merchandizes, nor disturb the Merchants; and if any fet Disturbance, he shall incur a grievous Forfeiture to the King. *Confirmed by* 20 Rich. II. c. 4.

*Indebitatus Assumpsit* for 1000*l.* for Monies had and received, and also an *Infirmul Computasset*, upon Account, the 1000*l.* became due; the Defendant pleaded the Statute of Limitations; the Plaintiff replied, that he is a Merchant, and the Proviso, an Exception for Merchants Accounts. By *Twijden, Rainsford, and Moreton, absente Kehng*, stated Accounts between Merchants as this Case is, are not within the Proviso, but only Accounts current, *Webber cont. Tyrell. 1 Levinz. 287. 2 Keeble 622. 2 Sand. 124.* where Judgment for Defendant; yet the Case of *Martin and Delboe, 1 Levinz. 298*, to the contrary upon an Account stated between Merchants; yet the same Case, 1 *Mod. 70.* Judgment for defendant, 2 *Keeble 674. 1 Vent. 89.* and 1 *Ibid. 465.* See likewise the Case of *Farrington and Lee, 1 Mod. 268.* and 2 *Mod. 311.*

**Stat. 3 Gr. I.** The Inhabitants of the Island of *Jersey* and *Guernsey* may import into Great-Britain Goods of their own Growth and Manufacture Custom-free.

**2 Gr. I.  
c. 28.** No Wine, Brandy, Tobacco, East-India Goods, &c. shall be brought from the *Isle of Man* into Great-Britain or Ireland, on Pain of Forfeiture, &c.

**Privil. Londini** A Woman that useth a Trade in London without her Husband, is chargeable without him, as a Feme sole Merchant; she shall plead as sole, and if condemned, may be put in Prison till she pay the Debt; also the Bail for her are liable if she absent herself, and the husband shall not be charged.

**1 Jac. II. c. 8.  
Sect. 2.** It shall not be lawful without Licence from the King to import by Way of Merchandize, Gunpowder, Arms, Ammunition, or Utensils of War, on Pain to forfeit the same; and the Importers, or they in whose Custody such Gunpowder, &c. shall be found, shall forfeit treble the Value thereof.

**35 Eliz. c. 11.  
Sect. 2.** All Persons who shall transport Beer beyond the Seas for Merchandize shall, if a stranger, before transporting, if a Subject born, then within four Months after;

after, bring into this Realm, for every six Tons of Beer two hundred of Clapboards, fit to make use of, in Length three Feet and two Inches, or else the same Cask again, or so much other good Casks; or if the Transporting be into *Ireland*, then to bring so much Shaffold Board, as the Clapboard amounteth to.

No Stranger shall transport beyond the Seas any Pilchards, or other Fish in *Seft. 3.* Casks, unless the same Person have brought into this Realm, for every six Tons of Fish, according to the Rate aforesaid of Clapboard or Cask, upon Pain of Forfeiture of the Beer, Pilchards, and Cask.

It shall not be lawful to transport Wine Casks out of this Realm with Beer or *Seft. 4.* Beer-eager, nor any Wine Casks shaken, except for the Victualling of any Ship, or of her Majesty's Garrisons and Forces, upon Forfeiture of forty Shillings for every Ton or Cask.

*Foreign Merchants* shall not transport any Kind of Wares or Provisions in *Ships* of which they are Owners or part Owners, or of which the Ship-Master is an Alien, from one Port or Creek of the Realm to another Port or Creek of the Realm, on Forfeiture of the Goods so laden.

### *Laws and Regulations respecting the Corn Trade.*

ALL former Laws and Regulations, so far as they regard the Prices, and the <sup>13 Geo. III.</sup> Duties on Corn imported or exported are repealed; and from and after the first <sup>1774.</sup> Day of *January*, 1774, it is enacted, that whenever the Price of middling *British* Wheat, at the Ports and Places where Wheat shall be imported into this Kingdom, shall appear, according to the Methods directed by the several Acts of Parliament for ascertaining the Rates and Prices of Corn and Grain imported, or as herein after to be directed by this Act, to be at or above 48s. *per* Quarter; Middling *British* Rye, Pease and Beans respectively at or above 32s. *per* Quarter; Middling *British* Barley, Beer, or Big at or above 24s. *per* Quarter; And, middling *British* Oats at or above 16s. *per* Quarter: All Customs and Duties now payable respectively upon Wheat, Wheat-Flour, Rye, Pease, Beans, Barley, Beer, Big and Oats imported into this Kingdom, shall respectively cease, determine, and be no longer paid, or payable during the respective Continuance of such respective Prices as aforesaid; and in lieu of the former Duties, a Duty of only 6d. *per* Quarter shall be laid on all Wheat; of 2d. on every hundred Weight of Wheat-Flour; of 3d. on Rye, Pease, and Beans; of 2d. on Barley, Beer, or Bigg; and Oats *per* Quarter.

Corn, Grain, &c. imported at the usual Ports, allowed to import it, may be Warehoused in the King's Warehouses under the joint Locks of the King, and the Importers, Duty free; but upon taking out any Part thereof for Home Consumption, the Duties are to be paid down in ready Money; to be returned upon exporting any Part to foreign Countries, upon giving Bond to the Collector of the Customs, that it shall not be reloaded in any Part of *Great Britain* or *Ireland*, &c.

But Corn, Grain, &c. imported from *Ireland* and Warehoused intended for home Consumption, if not so disposed of, may be carried back to *Ireland*, under the like Securities and Restrictions, as are required for the Exportation of any other foreign Corn, Grain, or Flour.

Whenever middling *British* Wheat shall appear to be at or above 44s. *per* Quarter; Rye, Pease, or Beans at 28s.; Barley, Beer, or Bigg at 22s.; Oats at 24s.; at the Ports where they are intended to be exported: It shall not be lawful to export the same directly or indirectly, under the Penalty of Forfeiture of the Commodity, and of the Ship, Vessel, or Boat on which it is laden; and 20s. *per* Bushel additional Fine, on every Bushel of Corn, Grain, &c. attempted to be exported by Offenders against this Act.

Not to extend to the Sustenance of Ships of War, nor to Vessels carrying the said Articles Coast-wise. Nor to Grain exported to *Ireland*; nor to such of our Forts, Garrisons, and Settlements in foreign Parts, as shall by this, or subsequent Acts

be allowed certain specified Quantities yearly; though *British* Corn, &c. be above the Price at which it is allowed to be exported.

After the first of *January*, 1774, all the former *Bounties*, allowed by Law upon the Exportation of any Sort of Corn or Grain, cease and determine, and the following Bounties took Place, and still continue; all the Regulations of this Act being made a permanent Law. Whenever middling *British* Wheat, or Malt made of Wheat, shall be under 44*s.* per Quarter, a Bounty of 5*s.* per Quarter shall be allowed upon the Exportation in *British* Shipping, whereof the Master, and Two-thirds of the Mariners, at least, are of his Majesty's Subjects. On Rye, when under 28*s.* per Quarter, a Bounty of 3*s.* On Barley, Beer, or Bigg, when under 22*s.* a Bounty of 2*s.* 6*d.* per Quarter, and the same on Malt made of these Grains. On Oats, when under 14*s.* a Quarter, 2*s.* and 2*s.* 6*d.* for Oatmeal, reckoning 226lb. Averdupois to the Quarter.

When Oatmeal does not exceed 16*s.* in *Scotland*, per Boll, weighing eight Stone Troy; it shall not be imported from *Ireland*, or any foreign Parts beyond the Seas, into the said Country, under Forfeiture of the Ship and her Appurtenances, and a Penalty of treble the Value of the Oatmeal, on all Persons aiding or assisting in landing it. But when Oatmeal in any Port or Place in *Scotland* does exceed the Price of 16*s.* per Boll, the Importation from *Ireland*, or any other Part beyond the Seas, is allowed.

In the Year 1756, a very great Scarcity of Corn happened all over *Europe*, and large Exports having been made the preceding Year from *Great-Britain*, the Poor suffered greatly from the Dearth of this first Necessary of Life; for Remedy thereof sundry Acts of Parliament were made, which continued in Force till the Year 1759, when Plenty was again restored. In the Month of *June* 1767, Wheat was at the enormous Price of 3*l.* 12*s.* per Quarter, and all other Grain in Proportion. An Act was then made to prohibit, for a limited Time, the Exportation of Corn, Malt, Meal, Flour, Bread, Biscuit, and Starch. Also an Act to discontinue the Duties on the Importation of Corn and Flour; and to permit the Importation in neutral Ships. But in the Year 1780, the Abundance of Corn was so great, that an Act was passed, to allow the Exportation in foreign Ships belonging to any Nation in Amity with *Great-Britain*. Also, half the Bounty allowed on Exportation in *British* Bottoms.

2 Geo. II. c. 18  
Sect. 4.

The Officers of the Customs shall admeasure all Corn whereon there is an Allowance payable for Exportation, and such Admeasurement shall be made by a Measure containing four *Winchester* Bushels; and if such Corn shall be brought to be shipped in Sacks, the Officers are to make Choice of two of these Sacks, out of any Number not exceeding twenty, before the same shall be put on board, and thereby compute the Quantity intended to be shipped, and, according to such Computation, the Allowance shall be paid to the Exporter, upon his producing a Certificate from the Officers of the Customs, attesting the Quantity and Quality of the Corn shipped for Exportation.

Ditto.  
Sect. 5.

The like Regulations shall be extended to the ascertaining the Prices and Quantity of Beer or Bigg, Oatmeal and Wheat Malt, intended for Exportation; *Provided*, that nothing in this Act shall alter the present Practice of shipping Corn from the Port of London; but the same may be measured by sworn Meters, by whose Certificate the Searchers or other Officers of the Customs are to certify the Quantity of Corn shipped for Exportation, as hath been practised.

5 Geo. II. c.  
12 Sect. 1.

It shall be lawful for the Justices of Peace, for the several Counties within *England*, *Wales*, and *Berwick*, wherein foreign Corn shall be imported, at their Quarter Sessions, to give in Charge to the Grand Jury, to make Presentation of the Market Prices of middling *English* Corn of the Sorts mentioned in an Act 22 Car. II. Cap. 13.

10 Geo. III.  
c. 39.

Registers were appointed to be kept of the Prices at which Corn is sold in the several Counties of *Great Britain*, and of the Quantity exported and imported. The Justices at the Quarter Sessions to order weekly Returns to be made throughout the Year, of the Prices of Wheat, Rye, Barley, Oats,



Oats, Beans, and Bigg, from not less than two, or more than six market Towns in each County, and to appoint a Person to receive the said Returns. Meal-Weighers in *London* to make a weekly Return of the average Prices. The Persons making the Returns to be paid out of the County Rates. The Returns to be transmitted to the Treasury, where a Person is to be appointed to receive them, and to publish them, or Abstracts from them Weekly in the *London Gazette*. Commissioners of the Treasury to keep an Account of the Quantities of Corn exported and imported, and of the Duties and Bounties paid thereon. This proved a very salutary Act for ascertaining the true Price of Corn throughout the Kingdom, and for judging of the Plenty or Scarcity.

The following is a copy of the weekly Returns, when Corn rose above the Price at which the Bounty stops:

## AVERAGE PRICES of CORN, from Oct. 14, to Oct. 19, 1789.

Per Bushel	Wheat					Rye					Barl.					Oats					Beans					
	s.	d.	s.	d.	s.	s.	d.	s.	d.	s.	s.	d.	s.	d.	s.	s.	d.	s.	d.	s.	s.	d.	s.	d.	s.	d.
London	6	1	3	1	2	8	3	1	2	9																
COUNTIES INLAND.																										
Middlesex	6	4	0	0	3	7	2	4	3	2																
Surry	6	3	3	1	2	9	2	2	3	9																
Hertford	6	5	3	5	2	9	2	4	3	8																
Bedford	6	1	3	5	2	5	2	1	3	5																
Cambridge	6	4	3	4	2	5	2	1	2	9																
Huntington	5	10	0	0	0	0	1	10	2	9																
Northampton	6	7	3	8	3	0	2	1	3	4																
Rutland	6	3	3	9	3	2	2	1	4	0																
Leicester	6	7	4	4	3	1	2	2	3	8																
Nottingham	6	0	3	5	2	11	2	1	2	10																
Derby	5	10	0	0	0	0	1	6	3	9																
Stafford	7	2	0	0	3	4	2	5	4	9																
Salop	7	2	4	9	3	9	2	7	4	4																
Hereford	7	3	0	0	0	0	1	7	0	0																
Worcester	7	7	4	0	3	2	2	8	4	3																
Warwick	7	2	0	0	3	1	2	8	3	11																
Gloucester	7	7	0	0	3	1	2	0	3	9																
Wiltshire	7	1	5	5	2	10	2	5	4	3																
Berks	6	10	3	9	2	9	2	3	3	7																
Oxford	7	4	0	0	2	9	2	2	3	11																
Bucks	6	4	0	0	2	9	2	1	3	4																
COUNTIES upon the COAST.																										
Essex	5	11	0	0	3	5	2	0	2	8																
Suffolk	5	10	3	3	2	5	1	1	2	11																
Norfolk	5	8	3	3	2	5	2	0	0	0																
Lincoln	5	6	3	0	2	8	1	10	3	0																
York	5	8	3	7	2	11	1	10	3	8																
Durham	5	4	3	10	2	11	2	3	8																	
Northumberland	5	1	3	7	2	7	1	9	3	3																
Cumberland	5	11	3	7	3	0	1	11	3	10																
Westmorland	6	0	3	10	3	0	2	1	0	0																
Lancashire	6	0	0	0	0	2	4	4	0	0																
Cheshire	6	8	0	0	3	8	2	2	0	0																
Monmouth	7	2	3	3	3	7	2	0	0	0																
Somerset	7	0	3	6	3	0	2	3	4	1																
Devon	6	0	0	0	2	11	1	6	0	0																
Cornwall	5	9	0	0	3	1	6	0	0	0																
Dorset	7	0	0	0	2	10	2	3	4	1																
Hants	6	5	0	0	2	9	1	11	3	8																
Suffex	5	11	0	0	2	8	1	11	3	5																
Kent	6	3	0	0	2	7	2	2	2	8																
WALES.																										
North Wales	6	7	4	10	3	6	1	10	4	10																
South Wales	6	6	4	8	3	5	1	10	3	4																

And in the Month of *December* following, Wheat rose to 53s. per Quarter, when an Embargo was laid on all Ships laden with Corn for Exportation; and the Ports were opened for the Importation of *American* Wheat and Flour in *British* built Ships.

By this Act, which commenced and took Place *September* 29, 1789, additional Regulations are made, which merit Insertion in this Place, the Subject being of the first Importance. To guard, as much as possible, against false or partial Returns, every Corn Factor, from whom any Return is required by the

21 *George* III. shall, within one calendar Month from the Time of his beginning to deal by Commission in the Sale of Corn and Grain, take the following Oath, or, being one of the People called *Quakers*, affirm; *videlicet*,

I *A. B.* do swear (or affirm) that the Returns of the Prices and Quantities of *British* Corn and Grain, which henceforward shall be, by or for me, sold and delivered, shall, to the best of my Knowledge and Belief, contain the whole Quantity, and no more, of the Corn *bona fide* sold and delivered, by or for me, within the Period to which they shall refer, with the Prices and Names of the Buyers respectively; and, to the best of my Judgement, conformable to the Direction of an Act passed in the Twenty-first Year of the Reign of his present Majesty, intituled, *An Act for further regulating and ascertaining the Importation and Exportation of Corn and Grain, within the several Ports and Places therein mentioned.*

Any Person carrying on the Trade or Business of a Corn Factor, without taking the said Oath, is subjected to a Penalty of Fifty Pounds.

The

The Inspector of the Corn-returns at the Corn Exchange, London, to receive from every Corn-Factor in London, and the Suburbs, a Weekly return of the Corn brought into the Thames, Eastward of London-Bridge, which was sold by him during the preceding Week.

The average Prices formed from the Weekly returns, to be deemed the common Price of middling British Corn within *London, Essex, Kent, and Suffolk*.

For the Purposes of this Act, the maritime Counties of *England* are to be divided into Districts; and the Justices at the next Michaelmas Sessions, shall select a Number of principal Market-Towns, from which, and the Sea Ports having peculiar Jurisdictions, the Price of Corn for each County shall be taken.

Millers purchasing British Corn and Grain for Sale, are, by this Act, obliged to make true and just-returns, upon Oath, of the Quantities so bought by them, within three calendar Months after the passing this Act; or within one Month after they shall begin to deal in Corn and Grain; the Returns to be Weekly Accounts, and to be delivered to the Corn-Inspector of the Market, where the Purchases were made; under a Penalty of Ten Pounds for every Omission.

No Debenture for a Bounty on Exportation of any Corn, Grain, or Flour, shall be made out or granted for the Allowance of any Bounty on any Corn, Grain, or Flour, entered or shipped for Exportation from any Port within any of the Districts, during the Time that foreign Corn, or Grain of the same Species is allowed to be imported into such Districts at the low Duties.

§ *Geo. II. c. 12.*  
Sect. 5.

No Warrant, Cocket, &c. shall be granted for carrying to Sea, from any Port within *England, Wales, and Berwick*, to any other Port of the same, any foreign Corn after Importation thereof; and no Person shall transport any foreign Corn, or foreign Corn mixed with *English*, under Penalty, that all such Corn that shall be transported or laden contrary to this Act shall be forfeited, and every Offender shall forfeit 20*s.* for every Bushel of such Corn, and the Ship upon which such Corn shall be laden, shall be forfeited; and the Master and Mariners of such Ship, wherein such Offence shall be committed, knowing such Offence, and assisting thereunto, shall be imprisoned three Months.

11 *Geo. II. c.*  
22. Sect. 1.

If any Person beat, wound, or use any Violence to hinder one from buying Corn, and shall stop or seize on any Carriage laden with Wheat, Flour, &c. and destroy the same, or shall take away, or hurt any of the Horses or Drivers, &c. upon Conviction, he shall be sent to Gaol or House of Correction, and be kept to hard Labour, not exceeding three Months, nor for less than one, and shall be once publicly whipped at the Market-Place on a Market-Day.

Sect. 2.

If any Person after Conviction shall commit any of the Offences a second Time, or shall pull down or destroy any Store-house, or Place where Corn shall be kept to be exported, or shall enter on board any Ship, and from either of these Depositaries carry away or destroy any Corn, Meal, &c. such Offenders shall be adjudged guilty of Felony, and shall be transported for seven Years.

Sect. 5.

The Inhabitants of every Hundred in *England*, wherein such Offence shall be committed, shall make Satisfaction for all Damages sustained, not exceeding 100*l.*

Sect. 6.

Provided that no Persons be enabled to recover Damages by this Act, unless they by themselves or their Servants, within two Days after Damage done, shall give Notice of such Offence to one of the Constables of the Hundred or to the Headborough, &c. of the Town, &c. in or near which such Fact shall be committed, and shall within ten Days after such Notice give in their, or their Servants Examinations upon Oath, before any Justice of Peace where such Fact shall be committed.

Sect. 7.

Where any Offence shall be committed against this Act, and any one of the Offenders shall be apprehended and convicted within twelve Months after the Offence, no Hundred shall be liable to make Satisfaction.

Sect. 8.

No Person shall be enabled hereby to sue or bring any Action against any Hundred till after the Expiration of one Year, nor unless the Parties sustaining such Damage shall commence their Action within two Years after the Offence.

12 *Car. II.*  
Cap. 4. Sect.  
4.

If any Goods of any Merchant born Denizen shall be taken by Enemies or Pirates upon the Sea, or perish in any Ship that shall be taken or perished, whereof the Duties shall be paid or agreed for, and that duly proved before the

Treasury

Treasury or Chief Baron of the Exchequer, by the Examination of the Merchants, or by two Witnesses, or other reasonable Proof; the same Merchants may newly ship in the same Port where the Goods were customed so much other Goods as the Goods lost shall amount unto in Custom, without paying any Thing, so as the Proof be recorded and allowed in the Exchequer, and certified to the Collectors of the Port; and every Merchant Denizen, who shall ship Goods in any Carrack or Galley, shall pay all Customs and Subsidies as an Alien born.

Provided that it shall be lawful to all Subjects to transport in Ships, and sea-f. other Vessels of Subjects, all Herrings and other Sea-Fish to be taken by Subjects out of any Port, to any Place out of his Majesty's Dominions without paying Custom.

It shall be lawful for any Person to transport by Way of Merchandize any of sect. 10. these Goods following, viz. Iron, Armour, Bandoleers, Bridle-Bits, Halbert-Heads, and Sharps, Holsters, Muskets, Carbines, Fowling-Pieces, Pistols, Pike-Heads, Sword and Rapier-Blades, Saddles, Snuffers, Stirrups, Calf-Skins dressed or undressed, Geldings, Oxen, Sheep-Skins dressed without the Wool, and all Manufactures made of Leather, Paying the Rates appointed by this Act.

It shall be lawful for any Person to transport by Way of Merchandize Gun- Sect. 12. powder, when the same doth not exceed the Price of 5*l.* per Barrel: But this is constantly prohibited by Proclamation in Times of War; together with Arms, Ammunition, and warlike Stores, unless special Licence is granted for exporting them to particular Countries in Alliance with Great Britain.

Merchants or their Agents, or any other Persons, enticing or seducing British Manufacturers, Artificers, and Workmen to leave the Kingdom and go abroad to carry on their Arts in foreign Countries are liable to a Penalty (on Conviction) of 500*l.* and one Year's Imprisonment; and for the second Offence 1000*l.* and two Years Imprisonment. Also Persons exporting the Tools and Utensils made use of in the woollen and silk Manufactures, forfeit the said Tools, and are to pay a fine of 200*l.* Masters of Ships receiving such Utensils on board subject to a Penalty of 100*l.* Custom-House Officers signing Cockets for exporting them to forfeit 100*l.* and lose their Employments.

Having now quoted the Laws in Force, more immediately concerning Merchants, who cannot always act without their Substitutes and Dependents, the Transition is natural from the former to the latter, and I shall therefore proceed to treat of them in Order.

### *Of Factors, Supercargoes, and Agents.*

AS these are all Persons acting by Deputation for Account of the Principals who employ them, to whose Orders they are obliged to conform, on a cursory View it should seem that they mean one, and the same Thing. But in the present mercantile System they differ materially with Respect to the Extent of their Powers, and the Nature of their Employments. It will therefore be necessary to treat of them separately.

FACTORS are Persons appointed by written Commissions from private Merchants or commercial Companies to reside in foreign Countries, to transact the Business of selling the Commodities exported by their Principals and consigned to them, to purchase other Merchandize in the Countries where they reside, to be sent home to their Principals; and to negotiate Bills of Exchange and Remittances in Money, for the Sale, or Purchase of such Merchandize, or the Balance of Accounts. There are likewise Factors concerned in the domestic Trade of a Country, and in that which is carried on between different Parts of the Dominions of the same Sovereign. These usually reside at the Capital of the Kingdom, or in some great maritime City. Thus, we have Irish and Scotch Linen Factors in London, Liverpool, Bristol, &c. Also Blackwell-Hall or Woollen Factors, Cheese Factors, and a Number of other Persons, falsely passing under the Denomination of Merchants, whose Employment is to sell

upon Commission for the Great Manufacturers, their Principals, the various Product of their Manufactories. All these Factors are subject to Stipulations, Rules, and Regulations peculiar to the Branch of Business in which they are engaged, which are expressed in the Commissions, Letters or other written Contracts between them and their Principals, and they differ so materially, that no general Laws can be adapted to them all; for every Contest between a Factor and his Principal must be determined by the special Conditions of the Contract between them. For this Reason, we can only state the general Qualifications of Factors, and some Law-Precedents upon Cases that have been decided in the Courts of Law.

A Factor differs from a Servant in this, the Servant receives Wages, and if he commits a Fault only incurs Displeasure, he is likewise confined to act only for his Master. A Factor may transact Business for several Principals, he acts under Contract, receives a Consideration of so much *per Cent* on the Invoice or Value of the Commodities he buys or sells, which is called *Commission* or *Factorage*, and is responsible in all Respects to his Principal: He ought therefore to keep strictly to the Tenor of his Orders, as a Deviation from them, even in the most minute Particular, exposes him to make ample Satisfaction for any Loss that may accrue from his Non-observance of them; and it is very reasonable it should be so, as the Distance of his Situation renders him unable to judge of his Principal's Views and Intentions; therefore he should submit implicitly to them, though always exerting his best Endeavours for the Merchant's Interest, as his Gain is certain, whilst his Employer's is precarious.

When unlimited Orders are given to Factors, and they are left to sell or buy on the best Conditions they can, whatever Detriment occurs to their Constituents, they have their Excuse in their Hands, as it is to be presumed they acted for the best, and were governed by the Dictates of Prudence.

2 Fern. 117.  
1 Fern. 428.  
and 2 Fern.  
638.

A Factor is barely a Trustee for his Principal; therefore, if this latter, having Goods in the other's Hands, owes him Money by simple Contract, and then dies indebted by Specialty, more than his Assets are worth, the Factor cannot retain the Goods.

7 Jac. B. R.  
Rot. 416.  
Barton and  
Saddocks.  
Bullst. 1 part  
103.  
Yelv. 202.  
3 Mod. 100.  
101.

If a Factor receives only a bare Commission to sell and dispose, it will not enable him to trust; for, in the due Execution of his Authority, he ought on a Sale to receive *quid pro quo*; and, on the Delivery of the one, to receive the other; for, otherwise, by that means, as they may trust six Months, they may trust sixteen Years; nor by Virtue of any Clause in their Orders that leaves them at Liberty to act as they think best, or of doing as if the Affair was their own, may they trust an unreasonable Time, as ten or twenty Years, instead of one, two or three Months, supposing this the accustomed Time of Credit for the like Commodities: and so it was adjudged, where one had remitted Jewels to his Factor in Barbary, who disposed of the same to *Mulleback* the Emperor, for a Sum certain to be paid at a Time, which being elapsed, the Factor not obtaining it, was forced to make the same good to his Principal.

Again, one and the same Factor may, and generally does, act for several Merchants, who must run the joint Risk of his Actions, though they are mere Strangers to one another; as if five Merchants shall remit to one Factor five distinct Bales of Goods, and the Factor makes a joint Sale of them to one Man, who is to pay one Moiety down, and the other at six Months End; if the Buyer breaks before the second Payment, each Man must bear a proportional Share of the Loss, and be contented to accept of their Dividend of the Money advanced.

Galk. 126.

But if such a Factor draws a Bill of Exchange upon all those five Merchants, and one of them accepts the same, the others shall not be obliged to make good the Payment. *Tamen quare de hoc.*

Math. verif.  
Turner Winch  
84, 25.

And as the Authority and Trust reposed in Factors is very great, so ought they to be provident in their Actions for the Benefit of their Principals; and therefore, if Factors shall give Time to a Man for payment of Monies contracted on Sales of their Principal's Goods, and after the Time is elapsed they shall sell Goods of their own to such Persons for ready Cash (leaving their Principal's unreceived) and then such Men break and become insolvent, the Factors, in Equity and Honesty, ought to make good the Losses; for they ought not to

dispenſe

dispense with the Non-payment of their Principal's Monies, after they become due, and procure Payment of their own to another Man's Loss, though by the Laws of England, they cannot be compelled.

If Goods are remitted to a Factor, and upon Arrival he shall make a false Entry at the *Custom-house*, or land them without entering, whereby they shall incur Seizure, or Forfeiture; whatsoever the Principal is endamaged, he must inevitably make good, nor will such general Clause help him, as above; but, if a Factor makes his Entry according to Invoice, or his Letters of Advice, and it happens that these are erroneous, if the Goods are then lost, the Factor is discharged.

*Levison verf. Kirke Trin. 7. Jac. in B. R. Lane's Rep. 65.*

If a Factor sells Goods, either by themselves or among others, without advising his Principal, and afterwards deals with the Person to whom he sold them in other Accounts, if the Person becomes insolvent, the Factor shall be answerable to his Principal, whom he did not advise in Time of the Sale of his Goods; it shall be deemed the same as if he had sold them contrary to Orders.

If a Factor, by Error of Account, wrongs his Employers, he is to make good not only the Principal, but Interest for the Time; if the Error is to the Factor's own wrong, his Principal is to answer it in like Manner.

And as Fidelity, Diligence, and Honesty, are expected in the Factor, so the Law requires the like from his Employer, judging the Act of the one to be the Act of the other; and, therefore, if a Merchant shall consign counterfeit Jewels to his Factor, who sells and disposes of them for valuable Considerations, as if they were real; if the Factor receives any Loss or Prejudice thereby, by Imprisonment or other Punishment, the Merchant shall not only make good the Damage to the Factor, but also render Satisfaction to the Party damnified: And so it was adjudged, where one *How* was possessed of three counterfeit Jewels, and having Factors in *Barbary*, and knowing one *Southern*, a Merchant, was resident on the Place, consigns those Jewels to his Factor, who receiving them, intreated *Southern* to sell them for him, telling him that they were good Jewels; whereupon *Southern*, not knowing they were counterfeit, sold them to the King in whose Dominions he resided, for eight hundred Pounds, they being worth really but one hundred Pounds, and delivered the Money to the Factor, who remitted the same to *How*: The King, not long after, finding himself defrauded, committed *Southern* to Prison, till he repaid the eight hundred Pounds. Whereupon *Southern* coming to England, brought his Action against *How*, and had Judgment to recover his Damage; for the Principal shall answer for his Factor in all Cases, where he is privy to the Act or Wrong: And so it is in Contracts, if a Factor shall buy Goods on the Account of his Principal, especially if he has used so to do, the Contract of the Factor will oblige the Principal to a Performance of the Bargain.

*2 Rolls, 5. 2. C. 468. Bridgman, 126, 127. Popbam, 143.*

When Factors have obtained a Profit for their Principal, they must be cautious how they dispose of it, for if they act without Commission or Order, they become responsible. Goods remitted to Factors ought, in Honesty, to be carefully preserved, as the Trust reposed in them is great; and therefore a Factor robbed, in an Account brought against him by his Principal, the same shall discharge him\*. And so it is, if a Factor buys Goods for his Principal, which afterwards happen to be damnified, the Principal must bear the Misfortune; but, if a Factor shall dispose of the Goods of his Principal, and take Money that is false, he shall make good the Loss; yet, if he receives Monies, and afterwards the same is by Edict or Proclamation lessened in Value, the Merchant, and not the Factor, must, in that Case, bear the Loss.

The Factor must likewise be careful in regard to Letters of Credit, observing nicely whether they are for a Time limited, or to such a Value, or not exceeding such a Sum, or general; as he may otherwise bring himself into considerable Losses.

If a Merchant remits Goods to his Factor, and about a Month after draws a Bill on him, the Factor, who having Effects in his Hands, accepts the Bill; and then the Merchant breaks, against whom a Commission of Bankrupt is awarded, and the Goods

*Equity may not relieve in such Cases.*

\* *Southern's Case* Col. Lib. 4, Fol. 84.



Goods in the Factor's Hands are seized; it has been conceived, the Factor must answer the Bill notwithstanding, and come in a Creditor for so much as he was enforced by reason of his Acceptance to pay.

A Factor, who enters into a Charter-party with a Master for Freightment, is obliged by the Contract; but if he loads aboard generally, the Goods, the Principals, and the Lading are made liable for the Freightment, and not the Factor.

The Factor, having Money in his Hands appertaining to his Principal, receives Orders from him to make Insurance on Ships and Goods, as soon as he has loaded, which, if he has neglected to perform, and the Ship miscarries, he shall, by the Custom of Merchants, be obliged to make good the Damage; and, in Case of Loss, he ought not to make a Composition without Orders from his Principal.

One Joint-Factor may account, without his Companion, by the Law of Merchants; for Factors are oftentimes dispersed, so as they cannot be both present at their Accounts.

A Merchant delivered Goods to be sold in Spain, and the Factor sells them to one who becomes a Bankrupt: We judge here that he shall be discharged.

In Account, it was held *Per Curiam*, that if a Man delivers Money to his Bailiff or Factor to lay out for him in Commodities, he cannot bring an *Assumpsit*, but only an Account; for it may so happen, that the Factor hath laid out more Money than he hath received.

A Factor should always be punctual in the Advices of his Transactions, in Sales, Purchases, Affreightments, and more especially in Draughts by Exchange; for if he sells Goods on Trust without giving Advice thereof, and the Buyer breaks, he is liable to Trouble for his Neglect; and if he draws without advising his having so done, he may justly expect to have his Bill returned protested, to his no small Detriment and Discredit.

If a Factor deviates from the Orders he receives in the Execution of a Commission for purchasing Goods, either in Price, Quality, or Kind, or if after they are bought, he sends them to a different Place from that he was directed to, they must remain for his own Account, except the Merchant, on Advice of his Proceedings, admits them according to his first Intention.

A Factor who sells a Commodity under the Price he is ordered, shall be obliged to make good the Difference; and if he purchases Goods for another at a Price limited, and afterwards they rise, and he fraudulently takes them for his own Account, and sends them to another Part, in order to secure an Advantage that seemingly offers, he will, on Proof thereof, be obliged, by the Custom of Merchants, to satisfy his Principal for Damages.

If a Factor, in Conformity with a Merchant's Orders, buys with his Money, or his Credit, a Commodity he shall be directed to purchase, and, without giving Advice of the Transaction, sells it again to Profit, and appropriates to himself the Advantage, the Merchant shall recover it from him, and besides have him amerced for his Fraud.

If a Merchant orders his Factor to ship him a Sum in the current Coin of a Kingdom when Exportation is prohibited, and the Money is seized in endeavouring to get it aboard, the Loss is for the Merchant's Account, and not the Factor's.

If a Factor pays Money of a Merchant's without his Orders, it is at his own Peril; and if he lends his Cash without his Leave, though he proposes the Interest shall be the Merchant's, and any Loss happens before his Principal's Determination about it be known, it shall remain to the Factor.

SUPERCARGOES are Persons employed by commercial Companies, or private Merchants, to take Charge of the Cargoes they export to foreign Countries, to sell them there to the best Advantage, and to purchase proper Commodities to re-lade the Ships on their Return home. For this Reason, Supercargoes generally go out and return home with the Ships on board of which they were embarked, and therein differ from Factors who reside abroad, at the Settlements of the publick Companies for whom they act. The *East India Company* only send out Supercargoes to Places where they have no Factories, and

*Geare and al.  
cont. Davu-  
ny 2 Linn. 75.  
79.  
In Capp's and  
Tucker's Cafe  
2 Roll's  
Repts. 497.  
1 Pent. 113.*

and sometimes the chief Supercargo remains at the Place of a Ship's Destination for a Time, waiting the Arrival or Return of other Ships, and acting as Factor for the Company.

AGENTS are Persons employed in the different Departments of Commerce, the Law, the Army, and the Navy.

COMMERCIAL AGENTS are frequently appointed to settle Accounts, and dispose of the Effects of Merchants and other Persons dying, or failing in foreign Countries, or at home; their Commission terminates with the particular Business for which they were appointed; and they generally give Security for the Trust reposed in them. Agents are likewise appointed by Colonies, and particular Districts of Colonies, to transact the public commercial Concerns of the Places from which they are deputed, with the Officers under the Government of the Mother Country to which they belong. It is their duty to preserve the commercial Rights and Franchises of their Principals, to present Petitions against any Measures that are about to be taken detrimental to their Interest, and regularly to correspond with them upon these Subjects, and also to consult and advise with the Merchants, Planters, and others interested in the Welfare of the said Colonies, and residing in the mother Country. Such were the Agents for *Carolina, Virginia*, and the other Colonies of *North-America*, before the Revolt of those Colonies. And such at present are the Agents for our *West India* Islands and other Settlements abroad, their public Business lies chiefly with the Board of Trade and Plantations, and the Secretary of State for the Colonies.

SHIPS HUSBANDS, a class of Agents so called, whose chief Employment in capital Sea-port Towns, particularly in the Port of London, is, to purchase the Ship's stores for her voyage; to procure Cargoes on Freight; to settle the Terms and obtain Policies of Insurance; to receive the Amount of the Freight both at Home and Abroad; to pay the Captain or Master his Salary, and Disbursements for the Ship's Use; and, finally, to make out an Account of all these Transactions for his Employers, the Owners of Ships, to whom he is, as it were, a Steward at Land, as the Officer bearing that Name is, on Board, when the Ship is at Sea. The general Commission allowed to Ships Husbands on their Accompts is *two per cent.*

Of the LAW AGENTS little notice need be taken in this Work, especially as it is a limited Term, and mostly confined to such Attornies and Solicitors as are appointed to manage Appeals to the House of Lords, from Decrees of the inferior Courts of Judicature of *Great-Britain* and *Ireland*. It is their Business to present the Petitions for Appeals to be heard, to produce and attend the Witnesses to be sworn, and to retain the Counsel.

ARMY and NAVY Agents receive the Pay, Wages, Pensions, and frequently the Prize-Money of the Officers of the Army and Navy, their Wives, Widows, and Children, and keep Cash Accounts for them, nearly in the same Manner as Bankers for Merchants. They likewise pass the Commissions of Officers through the proper Offices. All this Business they transact in Virtue of Letters of Attorney from their Principals, and Wills. When they have Cash in Hand, Officers may draw upon their Agents, from any Part of the Globe, where they shall happen to be stationed; and for Men of approved Character and Credit Agents will frequently advance Money by Anticipation upon their Wages, Pay, &c. having full Powers to reimburse themselves from their accruing Effects.

### *Of Ships, Owners, Captains, and Sailors.*

THE great Advantages that arise from Trade to a Nation have been fully proved by the Introductory Discourse, and, as I have therein given a Deduction of it from the earliest Times, the separate History of Navigation would be here superfluous, as *this* and *Commerce* are so blended, or more properly only distinct Parts of the same Thing, that having spoken so largely of the one, I have little Room, and less Need, to expatiate much on the other in an historical Way: However, if any Gentleman inclines to a separate Account of them, he will find

his Taste fully gratified, and Expectation answered, on reading the History of Navigation, supposed to be wrote by the celebrated Mr. *Locke*, prefixed to *Churchill's* Collection of Voyages and Travels; but to omit it as inconsistent with my intended Conciseness, I shall proceed to particularize the integral Parts of maritime Affairs; and, as a *Ship* is a principal one in them, and, indeed, without which, no Commerce could be carried on, I shall begin with this wonderful Piece of Art.

Franc. Rec.  
cut de Nov.  
Nau. & Affic.  
Nov. 1.

The Name, *Navis*, is derived from the Effect, that is, à *navigando*, sailing, and the Use of it is certainly both necessary and profitable to every Commonwealth capable of employing it.

Who was the first Architect of these floating Fabricks has been hitherto contested, and therefore, in all Probability, will now never be known; however, rejecting the fabulous Stories of *Dadalus*, *Janus*, &c. it is natural to suppose *Noah's* Ark inspired the Idea, and that it served as a Pattern to be improved by the first Navigator, though, as there was no Occasion for such, till about three Centuries after the Confusion at the *Tower of Babel* had dispersed its Builders, so we may reasonably conjecture that Occurrence to have been the Epocha from which Navigation took its Beginning; as Providence chastised their audacious Attempt to scale Heaven, by dispersing the Offenders over the Face of all the Earth, and consequently in their Peregrinations they must have found it necessary to invent some Sort of Vessels for their Conveyance cross those great Rivers, which undoubtedly sometimes impeded their Progress, by lying in the Way of their Journey: How they managed in their maritime Affairs, when they reached the Sea, History leaves us in the Dark; but Necessity would certainly inspire them with some Means of supplying themselves with *its* Products; and it is natural to believe, they went on improving the first Invention, as they had Occasion to discover its Defects, till by successive Improvements, it was brought to the Perfection in which we now see and admire it.

The *Phenicians*, who are the same the Scripture calls the *Philistines* or *Canaanites*, as is largely proved by *Bockart* and others, are generally allowed to have been the first and ablest Mariners we read of; yet the Commerce of those early Ages did not require Vessels of such Strength and Compactness as latter Times have, to resist the Storms and Tempests they are now exposed to, by launching cut into the main Ocean, and engaging in long and hazardous Voyages unknown, and consequently, unattempted by Infant-Navigation. For though these People were bold and daring enough to engage in several long Voyages, as to *Ophir*, &c. in which they must cross many spacious Gulphs and Bays, to avoid expending a vast Space of Time in coasting round them, yet it is hardly credible they ever ventured to cross that immense Body of Waters, that lie between *Europe* and *America*, as some suppose, and the Reflection on their doing what they did without the Assistance of the Compass, then undiscovered, I must confess is to me a Matter of no small Surprise; for, though a learned Author supposes them to have conducted their Navigation by the Sun's Course in the Day, and by that of the Stars in their nocturnal Sailing, and that they only ventured to Sea during Summer; yet, when one considers, that these guides must be frequently lost to them by cloudy Weather, even in that Season, not only for a little while, but often for Days together, and consequently their Knowledge of them, let it have been as great as the said Author conjectures, by this intervening Occurrence rendered unserviceable, we must allow them to have been daring Adventurers, in combating the Frowns and Ruffles of a lowring Sky, which must frequently have been too boisterous for their little Skill and slight-built Vessels to resist or evade, and to risk the imminent Dangers they exposed themselves to on that sickle Element, by their engaging in those Voyages, which might then be justly counted long and dangerous.

The *Greeks*, who were their Scholars in this Science, greatly improved it, and gave their Masters several signal Overthrows in their naval Encounters, as at the famous Battle of *Salamis*, &c. and though the *Romans* succeeded the *Greeks* in their Profession of this Art, and undoubtedly their Practice must lead them to the Discovery of its Defects, and, consequently, to that of its Improvement, yet they and several succeeding Ages still laboured in the Dark, till Providence,

about the Year 1300, discovered the Loadstone's Virtue, and by this Means dissipated the Mists of Guess-Work, and rendered Navigation more clear and certain: It is to this happy Discovery we owe *that* of new Worlds, and the great Improvement of maritime Affairs, since brought to such Perfection.

The Fabrick of Ships has been various, as Occasions have required, and Invention could dictate, to make them answer the Intent, which Variety continues to this very Day, not only between Nations, but even in the same Country, some being built for War, some for sailing, and others with the lucrative View of stowing well, and each has a Name properly adapted, as Gallies, Frigates, &c. and the Increase of these, and Improvement of Navigation, has always so much merited the Attention of Legislators from the earliest Times, as to have occasioned many excellent Laws being made for these Purposes in different Countries. Of the British Laws, the most celebrated, which has been admired for its sound Policy throughout *Europe*, is the Act passed in the 12th Year of the Reign of Charles II. A. D. 1660. entitled, *An Act for the encouraging and increasing of Shipping and Navigation*: usually called the Navigation Act. It is of the utmost Importance for all Persons concerned in Commerce to be well acquainted with this Act, for whatever Alterations it may undergo, or whatever Infringements may be made upon it by Rebellion, or any other temporary or local Causes, the Principles of it must be as permanent as the maritime Power of Great-Britain, the Maintenance of the latter, depending upon the former, for which reason it is here given in Abstract.

### *The British Navigation Act.*

IT is enacted, that after the 1st of *December*, 1660, no Goods or Commodities whatsoever shall be imported into, or exported out of, any of the *English* Colonies, or that should afterwards become so, in *Asia*, *Africa*, or *America*, but in Vessels which do truly belong to the People of *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, and navigated with a Master, and Three-fourths of *English* Sailors, under the Penalty of forfeiting Ship and Cargo.

2. No Person born out of the Allegiance of his Majesty, who is not naturalized or made a free Denizen, shall, after the 1st of *February*, 1661, act as a Merchant or Factor in any of the said Places, upon Pain of losing all his Goods and Chattles, and of these Clauses the Governors are obliged by Oath to take Cognizance and Care.

3. No Goods or Commodities whatever, of the Growth or Manufacture of *Africa*, *Asia*, and *America*, shall be imported into *England*, *Ireland*, *Wales*, Islands of *Guernsey* and *Jersey*, or Town of *Berwick upon Tweed*, in any other Ships but those belonging to the said Places, or to the Plantations, and navigated in the Manner aforesaid, under Penalty of forfeiting Ship and Cargo.

4. No Goods or Commodities of a foreign Growth or Manufacture shall be brought into *England*, *Ireland*, *Wales*, the Islands of *Guernsey* and *Jersey*, or Town of *Berwick upon Tweed*, in Ships appertaining to his Majesty's Subjects, but from the Places of their Manufactures and Growths.

5. That all Sorts of Ling, Stockfish, Pilchards, Cod, and Herring, or any other Kind of dried or salted Fish, usually caught by the People of *England*, *Ireland*, *Wales*, or Town of *Berwick upon Tweed*, or any Fish-Oil, or Blubber, Whale-Fins, or Whale-Bones, not imported by Ships belonging to the said Places, shall pay double Aliens Duties.

6. Henceforth it shall not be lawful for any Vessel, in which any Stranger (not denized or naturalized) is an Owner, or that is not navigated by an *English* Master, and Three-fourths *English* Sailors, to load or carry any Sorts of Goods or Commodities from any Port or Creek of *England*, *Ireland*, *Wales*, Islands of *Guernsey* or *Jersey*, or Town of *Berwick upon Tweed*, to another Port or Creek, or any of them, under Penalty of forfeiting Ship and Cargo.

7. That

7. That where any Ease, Abatement, or Privilege is given in the Book of Rates, to Goods or Commodities imported or exported in *English* built Shipping, it shall extend only to such as are navigated with a Master and Three-fourths of the Sailors *English*, and, where it is required that they shall be so, the true Intent and Meaning is, that they be such during the whole Voyage, unless in Case of Sickness, Death, or being taken Prisoners, to be proved by the Oath of the Master, or other chief Officer.

8. No Goods or Commodities of the Growth or Manufacture of *Muscovy*, or any of the Dominions of the Emperor thereof, or any Sorts of Masts, Timber, or Boards, foreign Salt, Pitch, Tar, Rosin, Hemp or Flax, Raisins, Figs, Prunes, Olive Oils, nor any Sort of Corn or Grain, Sugar, Pot-Ashes, Wines, Vinegar, or Spirits called *Aqua Vita*, or Brandy, shall, after the 1st of *April*, 1661, be imported into *England*, *Ireland*, *Wales*, or Town of *Berwick upon Tweed*, in any Ships but such as belong to the People thereof, and navigated as before-mentioned; and that no Currants, nor any other Commodities, of the Growth or Manufacture of any Part of the *Turkish* Empire, shall, after the 1st of *September*, 1661, be imported into any of the aforesaid Places, in any but an *English* built Ship, and navigated as aforesaid, except only in such foreign Ships as are the Built of that Country or Place, of which the Goods are the Growth or Manufacture, or of such Port where the said Goods can only be, or most usually are, first shipped for Transportation, and whereof the Master and Three-fourths of the Mariners, at least, are of the said Country or Place, under Penalty of losing Ship and Goods.

9. And, to prevent the great Frauds daily used in colouring and concealing Aliens Goods, all Wines of the Growth of *France* or *Germany*, which, after the 20th of *October*, 1660, shall be imported into any of the Ports or Places aforesaid, in any other Ships than those belonging to them, and navigated with the Mariners thereof, shall be deemed Aliens Goods, and pay Customs accordingly: And all Sorts of Masts, Timber, or Boards, as also all foreign Salts, Pitch, Tar, Rosin, Hemp, Flax, Raisins, Figs, Prunes, Olive Oils, all Sorts of Corn or Grain, Sugar, Pot Ashes, Spirits, commonly called Brandy, or *Aqua Vita*, Wines of the Growth of *Spain*, the *Canaries*, *Portugal*, *Madeira*, or Western Islands; and all the Goods of the Growth or Manufacture of *Muscovy*, or *Russia*, which, after the 1st of *April*, 1661, shall be imported into any of the aforesaid Places, in any other than such Shipping, and so navigated; and all currants and *Turkey* Commodities, which, after the 1st of *September*, 1661, shall be imported into any of the aforesaid Places, in any other than *English* built Shipping, and navigated as aforesaid, shall be deemed Aliens Goods, and pay accordingly.

10. And, for the Prevention of all Frauds in buying of foreign Ships, it is enacted, that from the 1st of *April*, 1661, no foreign-built Ship whatsoever shall be deemed an *English* Ship, or enjoy the Privilege of one, until such Time that he or they, claiming the said Ship, shall make appear by the chief Officer of the Customs, in the Port next to the Place of his or their Abode, that he or they are not Aliens, and shall have taken an Oath (which the Officer is hereby authorised to administer) that such Ship was by him or them bought for a valuable Consideration, expressing the Sum, as also the Time, Place, and Persons from whom it was bought, and who are his Part Owners, if he has any; all which Part Owners shall be liable to take the said Oath before the chief Officer of the Custom-house of the Port next to the Place of their Abode; and that no Foreigner, directly or indirectly, hath any Share or Interest therein; and upon such Oath, he or they shall receive a Certificate under the Hand and Seal of the said chief Officer, that the said Ship may in future be deemed as a Ship belonging to that Port, and enjoy the Privilege of such a Ship, and the Officers shall keep a Register of all such Certificates as they shall give, and return a Duplicate thereof to the chief Officers of the Customs at *London*, for such as shall be granted in *England*, *Wales*, and *Berwick*, and to the chief Officers of the Customs at *Dublin*, for such as shall be given in *Ireland*, together with the Names of the Persons from whom such Ship was bought, and the Sum of Money which



was paid for her, as also the Names of all such who are Part Owners of her, if any such be.

11. It is likewise enacted, that if any Officer of the Customs, shall, after the said 1st of April, allow the Privilege of an *English* built Ship to any foreign built one, until such Certificate be produced, or Oath taken, and until Examination be made whether the Master and Three-fourths of the Sailors be *English*, or shall allow the Privileges given by this Act to any foreign built Ship bringing in the Commodities of the Growth of the Country where it was built, until Examination and Proof, whether it be a Ship of the Built of that Country, and that the Master and Three-fourths of the Mariners are of that Country; or if any Governors of any of the Plantations shall suffer any foreign built Ship to load or unload any Commodities or Goods within the Precincts of their Government, until such Certificates shall be produced to them, or those appointed by them, and Examination is made whether the Master and Three-fourths of the Mariners be *English*, such Officer of the Customs, or such Governors shall be displaced for their Offence.

12. It is however provided, that this Act, nor any thing herein contained, extend not, or be meant to restrain and prohibit the Importation of any of the Commodities of the *Streights* or *Levant* Seas, laden in *English* built Shipping, and whereof the Master and Three-fourths of the Mariners be *English*, from the usual Ports or Places for lading of them heretofore, within the said *Streights* or *Levant* Seas, though the said Commodities be not of the Growth of the said Places.

13. Provided also, that this Act, or any Thing therein contained, extend not to restrain the importing of any *East-India* Commodities, laden in *English* built Shipping, and whereof the Master and Three-fourths of the Mariners are *English*, from the usual Places for lading of them in any Part of those Seas to the Southward and Eastward of the *Cape of Good Hope*, although the said Ports be not the very Places of their Growth.

14. And it is likewise provided, that it shall be lawful for any of the People of *England*, *Ireland*, *Wales*, Islands of *Guernsey* or *Jersey*, or *Berwick upon Tweed*, in their Ships, navigated with a Master and Three-fourths *English* Sailors, to bring in from any of the Ports of *Spain*, *Portugal*, the *Azores*, *Madeira*, or the *Canary* Islands, all Sorts of Goods or Commodities of the Growth or Manufacture of either of them.

15. Provided always, that this Act extend not to Bullion, nor yet to any Goods taken by Way of Reprisal by any *English* Ship, navigated as before-mentioned, and with his Majesty's Commission.

16. Nothing in this Act shall extend to lay Aliens Duties upon any Corn of the Growth of *Scotland*, or any Salt made there, or any Fish caught and cured by the People of that Kingdom, and imported directly from thence in *Scotch* built Vessels, and sailed with a Master and Three-fourths of the Mariners of his Majesty's Subjects, nor to any Seal Oil of *Russia*, imported from thence into *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, in Shipping thereunto belonging, and navigated as aforesaid.

17. And it is hereby enacted, that every Vessel belonging to any Subject of the *French* King, which after the 20th of *October*, 1660, shall come into any Port, Creek, &c. of *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, and shall there lade or unlade any Goods or Commodities, or take in, or set on Shore, any Passengers, shall pay to the Collector of his Majesty's Customs in such Port, &c. for every Ton of the Ship's Burthen, to be computed by the Officer thereunto appointed, the Sum of five Shillings, of current Money of *England*; and that no such Ship be suffered to depart out of such Port, &c. until the said Duty be fully paid; and that this Duty shall continue to be collected for such Time, as a certain Duty, fifty Sols per Ton, lately imposed by the *French* King, or any Part thereof, shall continue to be collected upon the Shipping of *England* lading in *France*, and three Months after, and no longer.

18. And it is farther enacted, that after the 1st of *April*, 1661, no Sugars, Tobacco, Cotton, Wool, Indigo, Ginger, Fustick, or other dying Wood, of the Growth or Manufacture of any *English* Plantations in *America*, *Asia*, or *Africa*,

*Africa*, shall be carried from any of the said *English* Plantations to any Place whatsoever, other than to such other *English* Plantations as do belong to his Majesty or to the Kingdom of *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, there to be laid on Shore, under the Penalty of forfeiting Ship and Goods.

19. And for every Ship, which after the 25th of *December*, 1660, shall set out from *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, for any *English* Plantation in *America*, *Asia*, or *Africa*, sufficient Bond shall be given, with one Surety to the chief Officers of the Custom-house of such Port from whence the said Ship shall sail, to the Value of one Thousand Pounds, if the said Ship be of less Burthen than one Hundred Tons, and of two Thousand Pounds, if the Ship shall be of greater Burthen; that in Case the said Ship shall load any of the said Commodities at any of the said *English* Plantations, that the same Commodities shall be brought by the said Ship to some Port of *England*, *Ireland*, *Wales*, or to the Port of *Berwick upon Tweed*, and shall there put on shore the same, the Danger of the Seas only excepted: And for all Ships coming from any other Port or Place to any of the aforesaid Plantations, which by this Act are permitted to trade there, that the Governor of such *English* Plantations shall, before the said Ship be permitted to load any of the said Commodities, take Bond in the Manner and to the Value aforesaid, for each respective Ship, that such Ship shall carry all the aforesaid Goods that shall be laden on board to some other of his Majesty's *English* Plantations, or to *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*: and that every Ship which shall load any of the aforesaid Goods, until such Bond be given to the Governor, or Certificate produced from the Officers of any Custom-house in *England*, &c. that such Bonds have been there duly given, shall be forfeited; and the said Governors shall twice in every Year, after the 1st of *January*, 1660, return true Copies of all such Bonds to the chief Officer of the Customs in *London*.

In treating of Maritime Affairs, the Owners of Ships are the first who naturally challenge our Regard, and they become such either by building or purchasing their Vessels; and this, either in Partnership or alone; and if the former, and the Property is distributed among several, the major Part of them may let the Ship out to Freight against the Consent, though not without the Privy of the Minor.

*Blacket against*  
*Asby. Raymond*  
*235.*  
*Trinity Term*  
*9 Will. III.*

Thirty seven Part Owners of a Ship would send her a Voyage, but two or three of the other Part-Owners would not consent. Upon which the Admiralty took Stipulation in Nature of a Recognizance of the Thirty seven for Security for the safe bringing back of the Ship. The Ship being lost, the two or three Part-Owners, who opposed the Voyage, libelled upon this Stipulation against the Thirty seven, upon which they moved for a Prohibition, but it was denied; for *per curiam*, though by the Law of *England* two or three Part-Owners may hinder the others from sending the Ship a Voyage without their Consent, yet the Law of the Admiralty is otherwise; for there, for the Encouragement of Navigation, the Court of Admiralty will permit the Ship to make the Voyage, upon Security given to bring her back safe; for it is reasonable that the others should have some Security for their Ship. Then, if the Ship be lost, it is at the Peril of the Adventurers, and they shall be suable upon their Stipulation by the others in the Admiralty; for now it is not doubted but the Admiralty may take Stipulation.

An Owner letting his Ship to another for a Voyage, for a certain Sum, and agreeing that the Person hiring the Vessel shall have the benefit of the Freight of Goods, is not thereby discharged from Responsibility for the Loss of Goods, as was adjudged in the Case of *Parish* against *Crawford*. *Crawford* the sole Owner had let his Ship to *Fletcher*; *Parish* shipped a Number of *Moidores* and had Bills of lading from *Fletcher*, Part of the Money was not delivered according to the Confinement. And Judgement was given against *Crawford*. Hill. Term 19 *Geo. II. Strange's Reports*, 1251.

In case a Ship be taken away from the Owners, or they be otherwise disposed, it is provided, both by the Common and Maritime Laws of this Realm, that they maintain an Action of Trover and Conversion for an Eighth, Sixteenth,

or any other Part or Share of the same; and in Action on the Case, the Plaintiff declared, that he was Owner of the Sixteenth Part of a Ship, and the Defendant Owner of another Sixteenth Part of the same Ship, and that the Defendant fraudulently and deceitfully carried the said Ship *ad Loca transmarina* (into a foreign Part) and disposed of her to his own Use, by which the Plaintiff lost his sixteenth Part to his Damage: On not guilty pleaded, and Verdict for the Plaintiff, it was moved in Arrest of Judgment, that the Action did not lie; for, though it be found deceptive, yet this did not help it, if the Action did not lie on the Subject Matter; and here they are Tenants in common of the Ship, and by *Littleton*, between Tenants in common there is not any Remedy, and there cannot be any Fraud between them, because the Law supposes a Trust and Confidence betwixt them, and upon these Reasons Judgment was given *quod Querens nil capiat per Billam*.

*Lib. 8. 325. 1.*  
*InR. 109.*  
*Graves v.*  
*Sawyer, Ray.*  
*15. 1. Lecien.*  
*20. 1. Keeble*  
*38. 33.*  
*Bennington*  
*adver.*  
*Bennington.*

Owners are not bound to continue their Paction or Partnership longer than they please, for though by the Law Marine it was required, that a new built Ship should make one Voyage upon the common Risk, before the Owners should be allowed to separate, yet by the Law of England any Owner may sell or transfer his Right at what Time he pleases.

*Molloy de Jur.*  
*Mar. Page*  
*222. 6. 3.*

But, if any one obstinately refuses his Consent to a Voyage, the Law will force him either to hold or sell his Share: But, if he will set no Price, the rest may fit the Ship out at their own Cost and Charges, and whatsoever Freight she earns shall be solely theirs, and no Part thereof be given to the dissenting Owner, but if the Ship should miscarry, or be cast away, the rest must make him Satisfaction for the Part he held.

But, on the contrary, if the greatest Part of the Owners refuse to fit out the Vessel, they shall not be compelled, on Account of the Majority, but in this Case, the Ship shall be valued and sold, and the like where Part of the Owners become deficient and unable to fit her out.

Owners of Ships are liable for the Actions of the Masters they employ, therefore it behoves them carefully to consult as well the Honesty as Ability of him they intend to commit the Care of their Interests to, as the Charge both of the Vessel and its Lading rests on him; and the Owners are obliged, both by the common Laws of England and the Law-Marine, to make Satisfaction for all Damages that shall accrue through the Master's Neglect, and were formerly obliged to make good the Contents of a Bill of Lading signed by the Master, provided he absconded, though the said Bill of Lading might be iniquitously obtained; as I remember to have occurred with a Merchant, who had a Ship of his own from *Lisbon*, and was arrested, I think, in fifteen Actions for Money his Master had signed Bills of Lading for, and had run away with, and which he might have continued coining, and firmed new Bills every Day to the utter Ruin of his Owner, though never so wealthy, had not the Act 7 Geo. II. Cap. 15. Sect. 1. prevented such fraudulent Proceedings, by limiting the Owners Loss to Ship and Freight, so that he now knows the Extent of what Damage a roguish Master can do him, which was before unascertained and endless.

On the other Hand, if the Master commits Offences, either negligently or wilfully, he shall be responsible to his Owners for the Reparation of Damages, and they are not bound to sue jointly, but may do it separately, both according to the common and marine Law; as also in Case the Ship hath by Freight got something clear to divide, and the Master hath paid some of the Owners their Parts, the Rest may bring their Action for their Shares without joining with the others. But the Owners must be responsible to the Freighters, as in the following Case.

*Stanley. v.*  
*Aylor 3. Kee-*  
*ble 444.*

The Defendant and seven other Persons were Proprietors of a Ship, which usually carried Goods on Freight between *Topsam* and *London*, and the Plaintiff loaded Goods upon her at the latter, to be carried to the former Port; but the Defendant, not careful of his Duty, had so carelessly stowed the said Goods, that though the Ship arrived safe at *Topsam*, yet the Goods were all spoiled. And upon *Non Culp.* pleaded, the Jury found a special Verdict, viz. that the Defendant, and seven other Persons were Proprietors and Part Owners of the Ship; that the Ship had a Master *Local* in her by the Part-Owners, who had Sixty

Pounds

Pounds Wages for every Voyage between *Topsham* and *London*, that the Goods were delivered to the Master, none of the Part Owners being present, and that there was not any Contract made with them, or any of them by the Plaintiff; that the Ship arrived safe at *Topsham*, but the Goods were spoiled. *Et si pro Quer', pro Quer' si non, pro Def.*

And two Points were made:

1st. If the Proprietors are chargeable, no Contract being made with them, and there being a Master that is chargeable in Respect of his Wages, according to the Case of *Morse and Shue*; yet *per Holt, C. J.* clearly, that though the Master be chargeable in Respect of his Wages, so are the Proprietors in Respect of their Freight, that they receive for the Carriage of their Goods at the Election of the Plaintiff.

2ndly. If the Action lay against the Defendant alone, it appearing that there are other Part-Owners, not made Defendants; and held that the Action did not lie against him sole, but ought to have been against all the Part-Owners; for all the Part-Owners are chargeable in Respect of the Profit they make by the Carriage of the Goods, and that in Point of Contract, upon their Undertaking, be it implied or express, and are not chargeable as Trespassers, for then one might be chargeable alone, but in Point of Contract, upon their Receipt of the Goods to be carried for Hire. Judgement pro Def. as by 3 Mod. 321. *Befen con. Sand. 3. Levinz. 258.* where it is with a *Cur. Advizare, mes le Reporter ut audiret Judg. pro Defen.*

Molloy de jur.  
Mar. P. 234.  
Sect. 6.

If a Ship be broken up, or taken in Pieces with an intent to convert the same to other Uses, and afterwards on change of Mind she be rebuilt with the same Materials, she is now another, and not the same ship, especially if the Keel be ript up, or changed, and the whole Ship be all once taken asunder and rebuilt, there determines the Partnership, *quoad* the Ship; but if a Ship be ripped up in Parts, and taken asunder in Parts, and repaired in Parts, yet she remains still the same Vessel, and not another; nay, though she hath been so often repaired that there remains not one Stick of the original Fabrick.

Ditto, Page  
ditto, S. 7.

If a Man repairs his Ship with Plank or other Materials not his own, but appertaining to another, yet the Property is not hereby altered, but the Ship maintains and keeps her first Owners. Though if a Man take Plank and Materials prepared for the Use of Shipping, and belonging to another, the Property of the Vessel follows the Owner of the Materials, and not the Builder; but, if a Man cut down the Trees of another, or takes Timber or Planks prepared for the erecting or repairing of a Dwelling-House, nay though some of them were for Shipping, and builds a Ship, the Property follows not the Owners but the Builders.

If a Ship is under repair in a Dock belonging to the Shipwright who is ordered by the Owner to repair her, and a Fire happens, not through the Negligence of the Shipwright, but by Accident, and destroys the Ship before the Repairs are completed; the Shipwright shall be paid his Charges for the Repairs. As was adjudged by the Court of *King's Bench* in the Case of *Minetons* against *Atbaws. 3. Burrows's Report, 1592. Michaelmas Term, 5 Geo. III.*

Gamban a-  
gainst Brunet.  
Strange 761.  
13 Geo. I  
Molloy de Jur.  
Mar. P. 234.  
Sect. 8.  
Rolls Abridg.  
530.

The Repairer of a Ship has his Election to sue the Master who employs him, or the Owners, but if he undertakes it on a special Promise from either, the other is discharged.

The Words which were usually made use of formerly in the Sale of Ships, *viz.* the Tackle, Furniture, Apparel, and all other Instruments thereunto belonging, did not convey the Ship's Boat, which, if unexpressed in the Sale, remained still in the Owners, as she does, if a Ship is forfeited for committing Piracy.

Linter's Case.  
Leon. 46.

Though Ballast is generally used in Shipping, where a Vessel goes out empty, or filled with light Goods, yet it is not esteemed any Part of her Furniture; and so it was adjudged in Debt on Bond; of which the Condition was, that whereas the Plaintiff had bought of the Defendant a Ship, if the Plaintiff shall enjoy the said Ship with all the Furniture belonging to the same, without being disturbed for the Ship, or any Furniture appertaining to it, that then, &c. and the Case was, after the Sale of the Ship, a Stranger sued the Plaintiff for certain Monies

Monies due for Ballast bought by the Defendant for the same Ship, in which Suit he obtained Sentence, upon which the Ship was seized. The Question was whether Ballast be Furniture for a Ship or not, and it was resolved in the Negative; for although it may sometimes be as necessary as Sails, yet it is not always so, as Ships frequently sail without it, more especially when a heavy Loading answers the Purpose by supplying its Place.

If a Ship commits a Piracy, and is thereby become forfeited, but before Seizure she be bona Fide sold, the Property shall not be questioned, nor the Owners divested of the same. *Angley's Case* 11 Alls. Abridg. fol. 530.

And if a Mortgagee of Ships, by Deed, entrusts the Mortgager with the original Bill of Sale; and the Mortgager indorses thereon subsequent Mortgages, or Bills of Sale of several Parts of the Ship, the first Mortgagee acquiesces, he shall be postponed. *1 Terr. Will.* 397. 394.

Upon an Information *tam quam*, grounded upon the Act of Navigation for importing Goods in a foreign Vessel contrary to that Act, the Question was, whether or not, if a foreign Ship naturalized by the New Act, being a Prize taken in the late War with *Holland*, be afterwards sold to a Foreigner, who sells her again to an *Englishman*, whether or no the Oath must be taken again, according to the Act; *per Cur.* it need not, because the Ship was once lawfully naturalized. *Hardres*, 511. *Martin v. Verdne. Molloy de Jure Mar.* Page 227, 228. Sect. 15.

An Agent for the *East India Company*, in the *East Indies*, bought a Ship and Cargo of the Commander, who had no Right or Power to sell either, and the Owner on a Suit here had the Value decreed him for Ship and Cargo, the Value being found by a Jury, with *Indian Interest. viz. 12 per Cent.* *Ditto*, Page 226. *Per Will.* 395.

If a Man gets Possession of a Ship, without a just Title to the same, he shall, by the Law Marine, answer for such Profit, as the Ship, in all Probability, might have earned: And the Reason of that is, because the only End of Shipping is the Employment thereof; but if a Warrant be directed out of the Admiralty to the Marshal to arrest such a Ship, and *Salvo Custodire* (preserve her in Safety) who by Force of the same enters into the Ship; though the Warrant does not mention that the Officer should carry away her Sails, yet he may justify the taking of them, for that he cannot *Salvo Custodire* her, unless he takes away the Sails. *Ditto*, page ditto. *Dig. Lib. 6. tit. 1. 62. & Lib. 7. tit. 1. 12 S. 1.*

In Case a Ship is freighted out, and in Consequence of the Agreement receives her Lading aboard, if an Embargo happens afterwards, and her Cargo is taken as forfeited, yet the Owners shall notwithstanding receive the Freight, as the Fault was not in them, but in him whose Property the Goods were. *Creamer v. Jockley Latch.* fol. 880. *Dig. lib. 19. tit. 2. 61.*

In the Main Sea, or in an Arm of it, a Ship may not become a Deodand, though any Body be drowned out of it, or otherwise come by their Death aboard, because on such Waters Ships are naturally exposed to the Dangers of tempestuous Weather; but a Ship or Vessel in fresh Water may become a Deodand, as happened with one lying at *Rotherhithe*, near the Shore, to be careened, where a Shipwright being at work under her at Low-Water, as she leaned aside, she unexpectedly turned over, and unfortunately killed him. Upon a Trial at Bar, the Question was, whether she belonged to the Lord of the Manor contiguous to the Place where the Man was slain, or to the Almoner, as a Matter not granted out of the Crown; and it was resolved that the Ship was a Deodand, and the Jury found a Verdict for the Lord of the Manor. *3. Inst. fol. 58.* *Mich. 29 Car. II. in B. R.*

If a Ship imports prohibited Goods she cannot be seized as Forfeit till there is a Condemnation in the Exchequer thereon. *1 Vent. 47. 1 Sed. 421. 1 Mod. 18.*

If foreign Brandy or Spirits shall be imported in any Ship under fifteen Tons, except for the Use of the Seamen, not exceeding one Gallon each, such Brandy, &c. shall be forfeited. *2 Keel. 604. Home a l're. 12 Will. III. Cap. 11. S. 1. 2 Edw. VI. Cap. 37. Sect. 5.*

If any Master, Owner, Purser, or Boatwain of any Ship willingly permit any Brass, Copper, Laten, Bell-Metal, Pan-Metal, Gun-Metal, or Shrof-Metal, whether it be clear or mixed, Tin and Lead excepted, to be shipped contrary to this Act, or perceiving such Metal to be shipped, do not disclose the same in three Days after Knowledge had to the Customer or Comptroller of the Port,



or their Deputies, every such Owner, &c. shall forfeit double the Value of the Metal.

20 Car. II. Every Vessel, with all her Tackle, in which any great Cattle, Sheep, or  
Cap. 7. §. 5. Swine, or any Beef, Pork, or Bacon, except for the necessary Provisions of the  
Ships, in which the same shall be brought, not exposing it to Sale, shall be  
imported, and out of which they shall be put on Shore, shall be forfeited; and  
it shall be lawful for any Person, within one Year after such Importation, to  
seize the Vessel, and make Sale thereof to the best Advantage, &c. and it shall  
be lawful for any Justice of Peace of the County, or chief Officer of the Port  
Town, where such Importation shall be, or where any of the Cattle, Beef, &c.  
so imported shall be brought, by Warrant to cause to be apprehended the Master  
and Seamen, having Charge of, or belonging to, such Vessel; and every other  
Person employed in the landing, or taking Care of the said Cattle, Beef, &c. and  
them to commit to the common Gaol for three Months.

16 Geo. III. Salted Beef, Pork, Bacon, Butter and Cattle, the Laws permitting the Import-  
c. 8. ation from *Ireland* into *Great-Britain*, Duty-free, are made perpetual.

19 Geo. III. The Importation of Tallow, Hog's-Lard, and Grease, is made Duty-free,  
c. 22. till the 25th March, 1782, from any Place. Continued to 1789. 26 Geo. III. c. 53.

6 Ann. Cap. It shall be lawful for any Persons who shall reside in her Majesty's Dominions  
31. to import Cochineal in Ships belonging to any State in Amity; and in *Spanish*  
Ships, or such as are deemed *Spanish* Ships, sailing with *Spanish* Passes and Colours,  
from *Cadiz*, *Seville*, *Port St. Mary*, *St. Lucar*, and *Gibraltar*, or any other Ports  
in *Spain*, during the War, &c. the Act 12 Car. II. cap. 18. notwithstanding.  
Made perpetual 12 Ann. Stat. 1. Cap. 18. Sect. 3.

1 Jacob. I. No Person shall buy any rough Hide or Calf-Skin in the Hair, but only such  
Cap. 22. Sect. as shall tan them, except Salt Hides for the Use of Ships, &c.  
7.

14 Geo. III. Raw Hides of Steers, Cows, or any other Cattle, except Horses, Mares, or  
c. 86. Geldings, and Calves Skins or Goat Skins, raw or undressed, may be imported,  
Duty-free, from *Ireland* into *Great-Britain*.

38 Edw. III. No Master shall lose his Ship for any small Thing, not customed, put in the  
Cap. 8. Ship without his Knowledge.

14 Rich. II. No Customor or Comptroller shall have Ships of their own, nor meddle with  
Cap. 10. the Freight of Ships.

13 and 14. No Ship or Goods shall be seized as forfeited for unlawful Importation or Ex-  
Cap. II. Cap. portation, or for Non-Payment of Customs, but by the Persons appointed to man-  
11. Sect. 15. age the Customs, or Officers of Custom, or Persons deputed by Warrant from  
the Lord-Treasurer, or Under-Treasurer, or by Commission from his Majesty  
under the Great or Privy-Seal, and if any Seizure shall be made by any other  
Person for the Causes aforesaid, such Seizure shall be void.

Ditto, Sect. In Case the Seizure or Information shall be made upon the Act of Navigation,  
29. the Defendants shall, on their Request, have a Commission out of Chancery to  
examine Witnesses beyond Sea, and have a competent Time allowed for the  
Return thereof before Trial; and the Examination of Witnesses so returned  
shall be Evidence at the Trial.

Ditto, Sect. Every Person who shall export Goods from any Port of this Kingdom, capable  
35. of a Ship of two Hundred Tons, upon an ordinary full Sea, to any Part of the  
*Mediterranean* beyond the Port of *Malaga*, or import Goods from the Places  
aforesaid, in any Ship that hath not two Decks, and do carry less than sixteen  
Pieces of Ordnance mounted, with two Men for each Gun, and other Ammu-  
nition proportionable, shall pay for all Merchandizes so exported or imported  
One per Cent. above the Tonnage and Poundage.

Ditto, Sect. It shall be lawful to export Fish into any of the Ports of the *Mediterranean*  
36. in any *English* Ship, provided one Moiety of her Lading be Fish, and to import  
Merchandize in the same Ship for that Voyage, without paying any other Rates  
than accustomed.

8 Ann. Cap. The Master of every Ship, carrying Certificate Goods to *Ireland*, shall take  
13. Sect. 19. from the Collector in *Great-Britain* a Duplicate of his Contents, under the Hand  
and Seal of the Collector and Comptroller, which they are required to deliver  
without Fee, and such Master shall deliver such Duplicate to the Officers of the  
Customs in *Ireland* before he be permitted to land such Goods.

In Case any foreign Goods shall, by any Collier, Fisher-Boat, or other Coast-<sup>Geo. I.</sup>  
Vessel, be taken in at Sea, or out of any Vessel, to be landed, or put into any  
other Ship, &c. within the Limits of any Port, without Payment of the Duties,<sup>Cap. 2. Sect.</sup>  
such Goods shall be forfeited, and the Master of such Collier, &c. shall forfeit  
treble the Value, unless in Case of Necessity, of which such Master shall give  
Notice, and make Proof before the chief Officers of the Customs of the first  
Port where he shall arrive; the Master or other Person taking Charge of the  
Ship out of which such Goods shall be taken in at Sea, shall forfeit treble the  
Value.

Where any Vessel of fifty Tons, or under, laden with customable, or prohi-<sup>Ditto, Sect.</sup>  
bited Goods, shall be found hovering on the Coasts, within the Limits of any  
Port, and not proceeding on her Voyage, Wind and Weather permitting, any  
Officer of the Customs may go on board, and take an Account of the Lading,  
and demand Security of the Master, &c. by his own Bond, to his Majesty, &c.  
in treble the Value of the foreign Goods on board, with Condition, that such  
Vessel (as soon as Wind and Weather, and the State of such Vessel doth permit)  
shall proceed on her Voyage, and shall land such Goods in some foreign Port.  
And if such Master, &c. shall refuse to enter into such Bond, or shall not pro-  
ceed on such Voyage, as soon as Wind, Weather, and the State of such Ship, will  
permit, unless suffered to make longer Stay by the Collector, or other chief  
Officer, not exceeding twenty Days, all the foreign Goods on board such Vessel  
may, by any Officer of the Customs by Direction of the Collector, or other  
principal Officer, be taken out of the Ship and secured; and, if such Goods are  
customable, the Duties shall be paid; and Wool, or any prohibited Goods, found  
on board, are declared subject to Forfeiture \*

All Goods found concealed on board any Ship after the Master shall have made<sup>Geo. II.</sup>  
his Report at the Custom-house, and not mentioned in the said Report, shall be<sup>Cap. 35. Sect.</sup>  
forfeited, and may be seized and prosecuted by any Officer of the Customs, and<sup>27.</sup>  
the Master of such Ship, in Case he was privy to such Concealment, shall forfeit  
treble the Value of the Goods.

It shall be lawful for the Officers of Excise to go on board any Vessel within<sup>11 Geo. I.</sup>  
the Limits of any Port, and to continue on board, and rummage in like Manner<sup>Cap. 30. Sect.</sup>  
as the Officers of the Customs, for Arrack, Rum, Brandy, or other exciseable<sup>1.</sup>  
Liquors; and for Coffee, Tea, Cocoa-Nuts, Chocolate, and Cocoa-Paste; and  
to seize for his Majesty's Use all such of the said Commodities there found, as by  
Law shall be forfeited, together with the Package; and to seize such of the said  
Commodities, as before due Entry, and without paying or securing the Duties on  
the Importation, shall be found unshipping or unshipped.

For Encouragement of the *North-Sea*, *Island*, and *Westmony* Fisheries, no fresh<sup>15 Car. II.</sup>  
Herring, fresh Cod, or Haddock, Coal-Fish, or Gull-Fish, shall be imported<sup>Cap. 7. Sect.</sup>  
but in *English* built Ships, and having Certificate as in the Act, and whereof the  
Master and three-fourths of the Mariners are *English*, and which have been caught  
in such Ships, and not bought of Strangers, under Pain of Forfeiture of all such  
Fish, and the Ship in which it was imported.

No *British* Ship, trading to any Part of the *Mediterranean* Sea beyond *Malaga*,<sup>Geo. II.</sup>  
shall be entitled to the Exemption granted in the Act 13 and 14 *Car. II.* Cap. 11,<sup>Cap. 33. Sect.</sup>  
Sect. 36. herein before recited, for that one Moiety of the Loading of such Ship  
shall consist of Fish, unless such Moiety consist of Fish taken and cured by his  
Majesty's Subjects.

It shall be lawful for Natives of *England* or *Ireland* to import into *England* di-<sup>7 and 8 Will.</sup>  
rectly from *Ireland* any Sorts of Hemp or Flax, and all the Productions thereof,<sup>111. Cap. 39.</sup>  
as Thread, Yarn, and any Manufacture thereof, of the Growth and Manufacture<sup>Sect. 1.</sup>  
of *Ireland*, free from all Duties, the Master of the Vessel importing the same<sup>16 Geo. II.</sup>  
bringing a Certificate from the chief Officer of the Port in *Ireland*, expressing<sup>c. 26.</sup>  
the Marks, Number, Tale, or Weight, of the Species in each Bale, mentioned  
in the Bills of Lading, with the Names and Places of Abode of the Exporters  
from *Ireland*, and of such Persons that shall have sworn the Goods to be of the  
Growth and Manufacture of that Kingdom, and where, and to whom in *England*  
consigned; and the Master of the Ship, on Arrival in *England*, making Oath that  
the

\* N. B. There is the same Act made for any Ship hovering on the Coast of *Ireland*, &c. by 6 *George I.* Cap. 1.  
Sect. 62.

the said Bales and Goods are the Bales and Goods taken on board by Virtue of the said Certificates.

3 *Geo. I. c. 21.* All Linen made in *Ireland*, and imported into *Great-Britain*, may be again exported to any *British* Plantation in *America*, without Payment of any Duty whatsoever.

4 *Geo. III. Cap. 26. Sect. 1.* To encourage the Importation of rough and undressed Hemp or Flax from the *British* Colonies in *America*; for Hemp, Water rotted, bright and clean, or rough undressed Flax, so imported, the following Bounties are to be given by the Collector of the Customs at the Port of Importation: between *June 24, 1764*, and *June 24, 1771*, 8*l.* per Ton; between *June 24, 1771*, and *June 24, 1778*, 6*l.* per Ton; and between *June 24, 1778*, and *June 24, 1785*, 4*l.* per Ton.

19 *Geo. III. c. 37.* Grants the following Bounties on Hemp, the Growth of *Ireland*, imported from thence into *Great-Britain*. From *June 24, 1779*, to ditto, 1786, 8*l.* per Ton. From *June 24, 1786*, to ditto, 1793, 6*l.* per Ton. From *June 24, 1793*, to ditto 1800, 4*l.* per Ton.

Ditto, Sect. 11. Any Master or Owner of a Vessel, fraudulently importing foreign Hemp or Flax to obtain these Bounties, incurs the Forfeiture of 100*l.* and the Vessel, with all her Furniture, shall also be forfeited.

15 *Geo. III. c. 45.* Grant an additional Bounty of 5*s.* per Hogshead upon Flax Seed imported into *Ireland*, for which a Bounty is allowed in that Kingdom, by Acts made there in the Third and Sixteenth of his present Majesty. Rape Seed, and Rape Cakes, may be imported from *Ireland* into *Great-Britain*, Duty free.

15 *Geo. III. c. 34.* Cotton Yarn, the Manufacture of *Ireland*, may be imported into *Great-Britain*, Duty free.

17 *Geo. III. c. 27.* Tea exported to *Ireland*, as Merchandise, to draw back the whole Customs, subject to the Regulations prescribed by 12 *Geo. III. c. 60*, and 16 *Geo. III. c. 51*.

20 *Geo. III. c. 10. Sect. 1.* Repeals the Act of 19 of *Henry VII.* prohibiting the Exportation of Gold and Silver Coin from *Great-Britain* to *Ireland*, and allows the said Exportation.

Sect. 2. Repeals the Act of 9 *Anne*, prohibiting the Importation of foreign Hops into *Ireland*, and allows them to be imported there.

Also, the Act 6 *Geo. I. c. 11*, which enacts that no Draw-back shall be allowed on the Exportation of Hops from *Great-Britain* to *Ireland*, and allows the Draw-backs to be paid for Hops, whether of foreign or *British* Growth.

Sect. 3. Repeals so much of an Act of 26 *Geo. II.* as confines the Levant Trade to Subjects of *Great-Britain* only, admitted Members of the *Turkey* Company; and enacts, that the Subjects of *Ireland*, on Request, shall be admitted Members of the said *Turkey* Company, and being so admitted, may export directly from *Ireland* to the *Levant* Seas, or import from thence into *Ireland*, such Commodities as are allowed to be imported into *Great-Britain* from the said Seas; or to be exported to the same, by any Person free of the *Turkey* Company.

23 *Geo. III. c. 45.* Allows any Persons, free of the *Turkey* Company, to import into *Great-Britain* or *Ireland*, any Goods or Commodities which have hitherto been usually imported from *Turkey* or *Egypt*, or from any Place within the Dominions of the Grand Signor, not only in Ships built in, and belonging to, *Great-Britain* or *Ireland*, but in any Ship or Vessel belonging to any Kingdom or State in Amity with his Majesty, his Heirs, and Successors, navigated by foreign Seamen, from any Port or Place whatsoever, upon Payment of the same Duties if imported into *Great-Britain*, as the like Goods would be subject to if imported in *British* Ships directly from the Place of their Growth, Production, or Manufacture; the Goods so imported in foreign-built Ships to be liable to the Aliens Duties, if such Goods were subject thereto before the passing of this Act.

No Entry to be allowed to be made of any such Goods at the Custom-house till Certificate is produced by the Importer, that he is free of the *Turkey* Company.

After *January 1, 1780*, Goods usually imported from the *Mediterranean* may be imported from any Port or Place whatever, by any Persons whatsoever, into *Great-Britain* or *Ireland*, in *British* built Ships, or in Ships belonging to any Kingdom or State in Amity with his Majesty, his Heirs, and Successors, upon

Payment

Payment of the same Duties, if imported into *Great Britain*, as they would have been liable to if imported directly from the Places of their Growth, &c. except Drugs, which, if not imported by Persons free of the *Turkey Company*, shall be liable to the same Duties as if not imported from the Place of their Growth. The Goods so imported from the *Mediterranean* in foreign Ships to be liable to Aliens Duties, if they were so before, notwithstanding this Act.

Cotton or Cotton Wool imported into *Great-Britain* after the 1st of Jan. 1780, in foreign Ships, to be subject to a Duty of One Penny Farthing on every Pound Weight, and also to the additional Duty of Five per Cent. on the Amount of the said Duty, as granted by the Act of 19 Geo. III. And no Draw-back is to be allowed on the Re-exportation of the said Cotton or Cotton Wool. The Produce of the said Duty of one Penny Farthing per Pound Weight is to be paid from Time to Time into the Receipt of the Exchequer, and is to be kept separate and apart as a Fund for the Encouragement of the Growth of Cotton in his Majesty's *Leeward Islands*, and for encouraging the Importation thereof into *Great-Britain*, in such Way and Manner as Parliament shall hereafter direct.

No Commodity of the Product or Manufacture of the *East-Indies* shall be imported into *Ireland*, the Islands of *Jersey*, *Guernsey*, *Alderney*, *Sark*, or *Man*, or to any of the Plantations in *Africa* or *America*, belonging to the Crown of *Great-Britain*, but such only as shall be shipped in *Great-Britain* in Ships navigated according to Law, on Penalty of forfeiting all such Goods, or the Value thereof, together with the Ship, &c.

It shall be lawful for any Natives of *England* or *Ireland* to ship, in any Port of *Ireland*, in *English* built Shipping, whereof the Master and three-fourths of the Mariners be *English* or *Irish*, any white or brown Linen-Cloth, of the Manufacture of *Ireland*, and the same to transport into any of the Plantations, the Act 15 Car. II. Cap. 7. notwithstanding.

Provided, that no Ship coming to the Plantations from *Ireland* shall break Bulk, until the Master shall have made known to the Governor, or to such Officer as shall be by him appointed, the Arrival of the said Ship, with her Name, and the Name of the Master, and shall have delivered a true Inventory or Invoice of the Lading, together with the Certificate from the chief Officer of the Port in *Ireland* where such Ship shall be laden, expressing the Particulars of such Lading, with the Names and Abodes of the Exporters, and of two Persons, who shall have made Oath before such chief Officer, that the said Goods and Linen are *Bona Fide* of the Manufacture of *Ireland*; and until the Master shall have made Oath, before such Governor or Officer, that the said Goods are the same that he took on board by Virtue of such Certificate, nor until such Ship shall have been searched by an Officer; and, in Case the Commander of such Ship shall break Bulk before such Notice given and Certificate produced, and such Oath made, or before such Search, or if any Goods of Woollen Manufacture, not laden in *Ireland*, necessary Apparel of the Commander and Mariners excepted, or any Linen Goods not laden in *Ireland*, nor of the Manufacture of *Ireland*, shall be found, such Ship shall be forfeited, together with all Goods imported, or found in such Ship.

Makes it lawful to export, under certain Regulations, directly from *Ireland* to *British America*, the *West Indies*, or any of the *British* Settlements on the Coast of *Africa*, any Goods, the produce or Manufacture of *Ireland*, except Wool and Woollen Manufactures, and Cotton Manufactures; Hats, Glafs, Hops, Gunpowder, and Coals.

And all Goods of the Growth, Product, or Manufacture of *Great-Britain*, imported from thence into *Ireland*, except Woollen Manufactures and Glafs. Also all foreign Certificate Goods, legally exported from *Great-Britain* to *Ireland* may be re-exported directly from *Ireland* to the said Plantations and Settlements; but not to extend to foreign Linens, painted, &c. in *Ireland*; nor to Bar-Iron, Iron slit or rolled, plated or tinned, nor any manufactured Iron Wares, till a Duty is imposed thereon in *Ireland*. Nor to any such Articles if a Bounty or Premium is allowed thereon.

Allows the Exportation of Woollen Manufactures from *Ireland* into any foreign Port, and of Glafs, and repeals all former Acts prohibiting the same.

20 Geo. III.  
c. 10.

Any Goods which may be legally imported from *British America*, the *West-Indies*, or any of the *British Settlements* on the Coast of *Africa*, into *Great-Britain*, may, in like Manner, be imported directly from the said Settlements to *Ireland*.

And any Goods which may be legally exported from *Great-Britain* to *British America*, or the said Settlements, may be exported directly from *Ireland* to the same Places.

On Condition that the *Irish Parliament* impose on the Goods to be so exported or imported, Duties, and allow Draw-backs, equal to those imposed and allowed on the Exportation or Importation of the said Goods in *Great-Britain*.

6 Geo. III.  
c. 46.

Gum Senega, or Gum Arabic: thirty Tons may be exported annually from *Great-Britain* to *Ireland* Duty-free, by Licence from the Treasury; to be used in the Linen Manufactures of that Kingdom.

15 Geo. III.  
c. 45.

Clothing and Accoutrements, the Produce of *Great-Britain* or *Ireland*, for the Use of his Majesty's Forces abroad, paid in Part out of the *Irish Revenue*, may be exported from *Ireland*.

15 Car. II.  
Cap. 7. S. 6.

No Commodity, of the Production of *Europe*, shall be imported into any Plantation or Place, which shall belong to his Majesty in *Asia*, *Africa*, or *America*, but what shall be shipped in *England*, *Wales*, or *Berwick*, and in *English* built Shipping, and whereof the Master and three-fourths of the Mariners are *English*, and which shall be carried directly thence to the said Plantations, under the Penalty of the Loss of all such Commodities imported from any other Place; and, if by Water, of the Ship also, with her Tackle.

Ditto S. 7.

Provided, that it shall be lawful to lade in Ships navigated as in the foregoing Clause, in any Part of *Europe*, Salt, for the Fisheries of *New-England* and *Newfoundland*, and to ship in the *Madeiras*, Wines of the Growth thereof, and to ship in the Western Islands or *Azores*, Wines of the Growth of the said Islands, and to take in Servants or horses in *Ireland*, and to ship in *Ireland* Victuals of the Production of *Ireland*, and the same to transport into any of the said Plantations.

Ditto S. 8.

Every Person importing by Land any Goods into the said Plantations, shall deliver to the Governor, or to such Person as shall be by him appointed within twenty-four hours after such Importation, his Name, and a Particular of all such Goods: And no Ship coming to any such Plantation shall lade or unlade any Goods, until the Master shall first have made known to the Governor, or such other Officer as shall be by him appointed, the Arrival of the Ship, with her Name, and the Name of her Commander, and have shewn to him that she is an *English* built Ship, or made proof by producing such Certificate, that she is a Ship belonging to *England*, *Wales*, or *Berwick*, and navigated with an *English* Master, and three-fourth Parts of the Mariners *English*, and have delivered to such Governor, or other Officer, an Inventory of her Lading, with the Places, in which the Goods were laden, under the Pain of Loss of the Ship with her Tackle, and of all such Goods of the Production of *Europe*, as were not laden in *England*, *Wales*, or *Berwick*.

22 and 23  
Car. II. Cap.  
26. S. 11.

The Word *Ireland* shall be left out of all Bonds taken from any Ship, which shall set Sail from *England*, *Ireland*, *Wales*, or *Berwick* for any *English* Plantation in *America*, *Asia*, or *Africa*; and, in Case the Ship shall load any of the said Commodities at the said *English* Plantations, the said Commodities shall be by the said Ship brought to some Port of *England*, *Wales*, or *Berwick*, and shall there unload the same, Danger of the Seas excepted; and in like Manner for all Ships coming from any other Port to the said Plantations, the Governor of such Plantations shall, before the Ships be permitted to load any of the said Commodities, take Bond in the Manner directed in the Act, 12 Car. II. Cap. 18. for the encouraging of Navigation, that such Ship shall carry all the said Goods to some other of his Majesty's *English* Plantations, or to *England*, *Wales*, or *Berwick*; and every such Ship which shall load any of the said Commodities, until such Bond given, or Certificate produced, from the Officers of some Custom-house of *England*, *Wales*, or *Berwick*, that such Bond hath been there given, or which, contrary to the Tenor of such Bond, shall carry the said Goods to any Place other than to other *English* Plantations, or to *England*, *Wales*, or *Berwick*, and there lay



lay the same on shore, every such Ship shall be forfeited, with her tackle and Lading.

If any Ship, which by Law may trade in any of his Majesty's Plantations, <sup>25</sup> *Car. II.* shall come to any of them to ship any of the said Commodities, and Bond shall <sup>Cap. 7. S. 2.</sup> not be first given with Surety, to bring the same to *England, Wales, or Berwick*, and there to unload the same, the Danger of the Seas excepted, there shall be paid to his Majesty, for so much of the said Commodities as shall be put on board such Ship, these Duties, *viz.* for Sugar white, the hundred Weight, 5*s.* brown Sugar and Muscovadoes 1*s.* 6*d.* for Tobacco, the Pound, 1*d.* Cotton Wool one Half-penny; Indigo, 2*d.* Ginger, the hundred Weight, 1*s.* for Logwood, 5*l.* for Fustick, and all other Dying Woods, 6*d.* and for every Pound of Cocoa Nuts, 1*d.* to be collected as shall be appointed in the Plantations before the Landing thereof, and under such Penalties as for defrauding his Majesty of his Customs in *England*.

In Case any Person liable to pay the Duties before-mentioned shall not have Ditto *S. 4.* Monies to pay the same, the Officers shall accept such a Proportion of the Commodities as shall amount to the Value.

No Goods shall be imported into, or exported out of any Plantation, belong- <sup>7 and 8 Will. III. Cap. 23. S. 2.</sup> ing to his Majesty, in *Afia, Africa or America*, or shall be carried from any one Port in the Plantations to any other Port in the same, the Kingdom of *England, Wales, or Berwick*, in any Ship but what shall be of the Built of *England*, or of *Ireland*, or the Plantations, and wholly owned by the people thereof, and navigated with the Masters, and three-fourths of the Mariners, of the said Places, except Ships taken as Prize, and Condemnation thereof made in the Courts of Admiralty in *England, Ireland*, or the Plantations, to be navigated by the Master and three-fourths of the Mariners *English*, or of the Plantations, and whereof the Property doth belong to *Englishmen*, under Pain of Forfeiture of Ship and Goods.

Repeals so much of the above recited Acts of 15, 22, and 23, of *Charles II.* <sup>20 Geo. III. c. 10.</sup> and of the 7th and 8th of *William III.* as restricts the Importation into the *British Colonies and Settlements in America, the West-Indies*, and on the Coast of *Africa*, to *Great-Britain* alone; and orders the word *Ireland* to be put into all Bonds taken from Ships, lading Commodities in the said Plantations to land the same in *Great-Britain or Ireland*, as directed by the Navigation Act, and allows the Trade between *Ireland* and the said Colonies to be carried on in like Manner as it is now carried on between *Great Britain*, and the said Colonies and Settlements.

Merchandizes may be exported or imported to and from this Kingdom and <sup>7 and 8 Will. III. C. 22. S. 3.</sup> Places aforesaid, in any Ships taken as Prize, and whereof Condemnation shall be made in one of the Courts of Admiralty aforesaid, and shall be navigated by the Master, and three-fourths of the Mariners, *English*, and whereof the Property shall belong to *Englishmen*.

All Ships coming into, or going out of any of the Plantations, and lading Ditto *Secl. 6.* or unlading any Goods, whether the same be his Majesty's Ships of War, or Merchants Ships, and the Commanders thereof, shall be liable to the same Rules, Visitations and Forfeitures, as to the entering, lading, or discharging their Ships, as Ships are liable to in this Kingdom, by 13 and 14 *Car. II. Cap. 11. for preventing Frauds in his Majesty's Customs*; and the Officers for collecting his Majesty's Revenue, and inspecting the Plantation Trade in the Plantations, shall have the same Power for searching of Ships, and taking their Entries, and for seising Goods prohibited, or for which any Duties are payable, as are provided for the Officers of the Customs in *England*, by the said Act, as also to enter Houses or Warehouses, to search for and seize such Goods; and all Wharfingers, Lightermen, or other Persons, assisting in the Concealment or Rescue of the said Goods, or in the hindering the Officers in the Performance of their duty, and the Vessels employed in the Conveyance of such Goods, shall be subject to the like Penalties, as are provided by the same Act, in Relation to prohibited or uncustomed Goods in this Kingdom; and the like Assistance shall be given to the Officers, as by the said Act is provided for the Officers in *England*, &c.

Where any Question shall arise concerning the Importation or Exportation of <sup>Ditto *Secl. 7.*</sup> any Goods into or out of the said Plantations, the Proof shall lie upon the Owner, and the Claimer shall be reputed the Importer or Owner.

**Ditto Sect. 9.** All Laws, By-Laws, Usages or Customs, which shall be in practice in the Plantations, repugnant to the before-mentioned Laws, or to this Act, or any other Law to be made in this Kingdom, so far as such Law shall relate to the Plantations, are void.

**Ditto Sect. 10.** Where the Governor, or Officers appointed by the Commissioners of the Customs, in the Plantations, shall have Ground of Suspicion, that the Certificate of having given Security in *England* is false; the Governor, or Officers of the Customs, shall take Security there for the Discharge of the Plantation Lading in *Ireland, Wales, or Berwick*, (substitute the Words *Great-Britain or Ireland*, in Conformity to 20 Geo. III. C. 10.) and where there shall be Cause to suspect, that the Certificates of having discharged her Lading of Plantation Goods in this Kingdom is false, the Governor or Officers shall not cancel the Security given in the Plantation, until they be informed from the Commissioners of the Customs, that the Certificate is true; and if any person shall raise or falsify any Cocket, Certificate, Return, or Permit, for any Vessel or Goods, or shall knowingly make Use thereof, such Person shall forfeit Five Hundred Pounds.

**Ditto Sect. 11.** The Commissioners of the Treasury, and the Commissioners of the Customs, may appoint such Officers of the Customs in any City, Town, River, Port, Harbour, or Creek, of any of the Islands, Tracts of Land, and Proprieties, as shall seem needful; also upon any Suits brought in the Plantations, upon any Law concerning his Majesty's Duties, or Ships or Goods forfeited by reason of any unlawful Importations or Exportations, there shall not be any Jury, but of such only as are Natives of *England or Ireland*, or born in his Majesty's Plantations; and upon all such Suits the Offences may be laid in any Province, Country, or Division, of any of the Plantations, at the Pleasure of the Informer.

**Ditto Sect. 13.** In all Bonds to be taken in the Plantations by 22 and 23 Car. II. Cap. 26. the Sureties shall be Persons of known Residence and Ability in the Plantations, and the Conditions of the Bond shall be within eighteen Months after the Date, the Danger of the Seas excepted, to produce Certificates of having landed the Goods in one of his Majesty's Plantations, or in *England, Wales, or Berwick*, (substitute the Words *Great-Britain or Ireland*, in Conformity to 20 Geo. III.) otherwise such Bond, or Copies thereof, attested under the Hand and Seal of the Governor to whom such Bonds were given, shall be in Force and allowed of in any Court in *England, Ireland, or the Plantations*, as if the Original were produced.

**6 Geo. III. C. 21.** Tobacco exported to *Ireland*, if less appears to be landed than shipped in *Great-Britain*, an Allowance, not exceeding *two per Cent.* may be made for Waste during the Voyage.

**19 Geo. III. C. 35.** Repeals the Acts of 12 and 15 Charles II. and any other Act which prohibits or restrains the setting, planting, or improving to grow, making, or curing Tobacco, either in Seed, Plant, or otherwise, in *Ireland*.

**7 and 8 Will. III. C. 12. S. 17.** No Ship shall pass as a Ship of the Built of *England, Ireland, Wales, Berwick, Guernsey, Jersey*, or any of his Majesty's Plantations in *America*, so as to trade to the Plantations, until the Persons claiming Property in such Ship, shall register the same, viz. if the Ship belong to any Port in *England, Ireland, Wales, or Berwick*, Proof shall be made upon Oath of one of the Owners, before the Collector and Comptroller of his Majesty's Customs in such Port; or if the Ship belong to any of his Majesty's Plantations in *America*, or to the Islands of *Guernsey or Jersey*, then the like Proof to be made before the Governor, with the principal Officer of Revenue residing on such Plantation or Island.

**26 Geo. III. 1786, c. 60. Sect. 1.** By this Act, entitled, *An Act for the further Increase and Encouragement of Shipping and Navigation*, It is enacted, that from and after the first Day of August, 1786, no Ship or Vessel foreign built (except such Ships or Vessels as have been, or shall hereafter be, taken by any of his Majesty's Ships of War, or by any private, or other Ship or Vessel, and condemned as lawful Prize in any Court of Admiralty) nor any Ship or Vessel built or rebuilt upon any foreign-made Keel or Bottom, in the Manner heretofore practised and allowed, although owned by *British* Subjects and navigated according to Law, shall be any longer intitled to any of the Privileges and Advantages of a *British* built Ship, or of a Ship owned by *British* Subjects:

Subjects: and that all the said Privileges and Advantages shall hereafter be confined to such Ships as are wholly of the Built of *Great-Britain*, or *Ireland*, *Guernsey*, *Jersey*, or the *Isle of Man*, or of some of the Colonies, Plantations, Islands, or Territories in *Asia*, *Africa*, or *America*, which now belong, or at the Time of building such Ships or Vessels did belong, or which may hereafter belong to, or be in the Possession of his Majesty, his Heirs or Successors.

But foreign built Ships belonging to *British* Subjects in *Great-Britain*, or *Ireland*, &c. and registered according to former Acts of Parliament, before the first Day of *May*, 1786, shall continue to enjoy the Privileges and Advantages of *British* built Ships navigated according to Law.

Ships begun to be repaired, or rebuilt before the 1st of *May*, 1786, and registered according to, and in pursuance of this Act, by an Order under the Hands of the Commissioners of his Majesty's Customs, which they are authorized to grant, provided it shall appear to them, upon Oath, that such Ships or Vessels were stranded, and were at the Time of being so stranded, the sole Property of some Foreigners, and having received such Damage that they could not proceed to Sea again without a thorough Repair, and were therefore necessarily sold, and purchased by *British* Subjects, or being a Droit of Admiralty, shall enjoy all the Privileges and Advantages of *British*-built Ships; provided always, that they have been so repaired; that two Thirds of them, at the least, are of *British* built.

No Ship rebuilt, or repaired in a Foreign Port, shall be deemed *British* built, sect. 2. though originally wholly so, if such Repairs exceed fifteen Shillings per Ton, except she shall receive such extraordinary Damage at Sea, during her being absent from any of his Majesty's Dominions, as shall oblige her to put into some Foreign Port, to undergo Repairs exceeding that Sum; in which Case the Nature of such Distress, and the Necessity of the Repairs, are to be certified to the Consul, or other chief *British* Officer residing there, upon the Oath of the Master, or other Person having charge of the Ship. The Consul to give his Certificate of the Particulars under his Hand and Seal, and in case there is no Consul, or other *British* Officer, the said Certificate shall be given under the Hands and Seals of two *British* Merchants; and on the Arrival of the Ship in *England*, it shall be delivered to an Officer of the Customs on Oath.

By this Act the Provisions in the above Clause are extended to Ships or Vessels, having Decks, and being of the Burthen of fifteen Tons or upwards.

No Registry to be made, but at the Port to which a Ship belongs, except for sect. 4. Prizes condemned at *Guernsey*, *Jersey*, or the *Isle of Man*.

The Port from and to which a Ship usually trades to be deemed her Port.

No Ship built in the United States of *America*, during the Existence of any prohibitory Acts of Parliament, shall be entitled to be registered.

The Oath required on registering Ships by 7 and 8 *William III.* is repealed, and no Ship or Vessel to be registered till the following Oath be taken by one, or more of the Owners; and if more than two joint Owners, then by the greater Part, if they reside within twenty Miles of the Port to which the Ship belongs; but if they all reside at a greater Distance, one Owner taking the Oath is sufficient.

I *A. B.* of [Place of Residence and Occupation] do make Oath that the Ship or Vessel [Name] of [Port or Place] whereof [Master's Name] is at present Master, being [Kind of Built, Burthen, et cetera, as described in the Certificate of the Surveying Officer] was [when and where built, or if Prize, Capture and Condemnation] and that I the said *A. B.* [and the other Owners' Names and Occupations, if any, and where they respectively reside, videlicet, Town, Place, or Parish, and County, or if Member of, and resident in, any Factory in Foreign Parts, or in any Foreign Town or City, being an Agent for, or Partner in, any House or Copartnership actually carrying on Trade in *Great-Britain* or *Ireland*, the Name of such Factory, Foreign Town or City, and the Names of such House or Copartnership] am [or are] sole Owner [or Owners] of the said Vessel, and that no other Person or Persons whatever hath or have any Right, Title, Interest, Share, or Property therein or thereto; and that I the said *A. B.* [and the said other Owners, if any] am [or are] truly and *bonâ fide* a Subject

ject [or Subjects] of Great-Britain; and that I the said *A. B.* have not [nor have any of the other Owners, to the best of my Knowledge and Belief] taken the Oath of Allegiance to any Foreign State whatever [except under the Terms of some Capitulation, describing the Particulars thereof] or that since my taking [or his or their taking] the Oath of Allegiance to [naming the Foreign States respectively to which he or any of the said Owners shall have taken the same] and prior to the passing of an Act in the Twenty-sixth Year of the Reign of King George the Third, (intituled, *An Act for the further Increase and Encouragement of Shipping and Navigation*), I have [or he or they hath or have] become a Subject [or Subjects] of Great-Britain [either by his Majesty's Letters Patent, as a Denizen or Denizens, or naturalized by Act of Parliament, as the Case may be, naming the Dates of the Letters of Denization, or the Act or Acts of Parliament for Naturalization, respectively] or [as the Case may be] I have [or he or they hath or have] become a Denizen [or Denizens, or naturalized Subject or Subjects, as the Case may be] of Great-Britain, by His Majesty's Letters Patent, or by an Act of Parliament passed since the First Day of January One thousand seven hundred and eighty-six, [naming the Times when such Letters of Denization have been granted respectively, or the Year or Years in which such Act or Acts for Naturalization have passed respectively] and that no Foreigner, directly or indirectly, hath any Share or Part or Interest in the said Ship or Vessel.

Sec. 11. In Case the Ship to be registered shall belong to three or more joint Owners, and three of them do not personally attend to take and subscribe the aforesaid Oath; then the Owner or Owners present shall further make Oath, that the part Owner or Owners absent, are not resident within twenty Miles of the Ship's Port, and to the best of their Knowledge and Belief have not absented themselves in order to avoid taking the said Oath.

Before registering or granting any Certificate of Registry, the Ship shall be examined by proper Persons appointed by the Commissioners of the Customs in England or Scotland; or by the Governor, Lieutenant Governor, or Commander in Chief of Guernsey, Jersey, and Man; or of the Colonies, Plantations, Islands, or Territories aforesaid; to discover whether such Ship or Vessel is the same with that, for which, a Certificate is alledged to be granted.

Sec. 13. Persons giving false Descriptions of Ships, or making false Registries, knowingly, shall forfeit the Sum of one Hundred Pounds, as well Masters, and Owners, as Examiners on the Part of Government.

Sec. 15. Bond to be given, not to lend, sell, or dispose of Certificates of Registry, and to deliver them up to the proper Officers above-mentioned, in Case any Foreigner or Foreigners shall by Purchase or otherwise become whole or part Owners of any Ship or Vessel registered as aforesaid; or, in Case the Ship shall be lost, or taken by an Enemy, and the Certificate is preserved, Penalty for Non-Compliance, from Three Hundred to One Thousand Pounds, according to the Burthen of the Ship. Also the Mediterranean Passes that may have been obtained shall be delivered up with the Certificate of Registry, upon any such transfer of Property in the Ship.

Not only the Sale or Transfer of any Part, or of the whole Property in any Ship, within the Port to which she belongs, shall be acknowledged by Indorsement on the Registry, and Certificate so delivered up, agreeable to 7 and 8 William III. but there shall also be indorsed before two Witnesses, the Town, Place, or Parish, where all and every Person or Persons to whom the Property in any Ship or Vessel, or any Part thereof, shall be so transferred, shall reside; and if residing in foreign Parts, as Member of any British Factory, or as a British Merchant, the Name of the Place, and of the Factory where he or they reside, and of their Co-partners or Agents in Great-Britain or Ireland; and Copies of such Indorsement shall be delivered by such Agents or Co-Partners to the Offices appointed to register and grant Certificates of Registry.

In all Cases of transfer, the original Certificate of Registry shall be recited in  
Words

Words at length, in the Bill or other Instrument of sale. Also the Changes of the Masters of Ships and Vessels shall be indorsed on the said Certificates.

And whereas many Frauds have been committed by the frequent Change of <sup>Sec. 19.</sup> Names given to Ships and Vessels; be it therefore enacted, that it shall not be lawful for any Owner or Owners of any Ship or Vessel to give any Name to such Ship or Vessel, other than that, by which she was first registered in Pursuance of this Act: And that the Owner or Owners within one Month from the Time of registering shall paint, or cause to be painted, in White or Yellow Letters, of a Length not less than four Inches, upon a black Ground, on some conspicuous Part of the Stern, the Name by which such Ship or Vessel shall have been registered, and the Port to which she belongs. The Penalty on Erasure, or Concealment of such Names, or on giving any other in any Writing, printed Paper, or other Document; or, for not keeping up, and preserving the same, is One Hundred Pounds.

Persons applying for Certificates in *Great-Britain, Guernsey, Jersey, or the Isle of Man*, for Ships or Vessels which shall be built, or whose Building shall be completed after the 1st of *August, 1786*, shall produce a particular Account of the same under the Hand of the Builder, and make Oath of the Identity of such Ship or Vessel. This Clause to be extended to the Colonies, Plantations, &c. after the 1st of *January, 1787*. Ships registered before this Act, are to exchange their Certificates, and apply for new Ones in Conformity thereto: And others, now appointed to be registered by this Act, must apply for Certificates, *viz.* within twelve Months for Ports within *Great-Britain*; and eighteen Months for the Colonies, Plantations, &c.

Ships leaving Ports without Certificates shall be forfeited; if found in any other <sup>Sec. 32.</sup> Port, shall give Bond to procure Certificate.

If square-rigged Vessels cannot enter the Ports to which they belong for want <sup>Sec. 33.</sup> of Depth of Water, Certificates may be obtained upon their being surveyed at the Port where they touch.

Certificates of Registry to be produced at every Port, in which any Ship or <sup>Sec. 34.</sup> Vessel shall arrive, either in his Majesty's Dominions, or in foreign Countries, under Penalty of One Hundred Pounds. *British* Consuls abroad to inspect such Certificates.

Persons making false Oaths to any of the Matters herein before required to be <sup>Sec. 41.</sup> verified, shall suffer the Pains and Penalties incurred by Persons committing wilful and corrupt Perjury. And Persons altering or making use of altered, erased, or falsified Certificates, shall forfeit the Sum of Five Hundred Pounds.

Former Acts of Trade and Navigation not repealed by this Act, to remain in <sup>Sec. 43.</sup> full force.

All Ships or Vessels registered in *Ireland*, according to an Act of Parliament of <sup>27 Geo. III. 1787, c. 19.</sup> that Kingdom, passed in the present Session, shall enjoy all the Privileges and Advantages of Ships and Vessels owned by any of his Majesty's Subjects.

Every Ship and Vessel belonging to his Majesty's Subjects in *Ireland* registered <sup>Sec. 2.</sup> there, according to Law, previous to the said Act, shall continue to enjoy the like Privileges during the Times appointed by the Commissioners of the Revenue of *Ireland*. But at the Expiration of such Time, they shall be registered, *de novo*, agreeable to the said Act.

No Oath to be taken by any *British* Subject in any foreign State, to enable <sup>Sec. 4.</sup> him to become a Citizen or Burgher during his temporary Residence, shall be deemed an Oath of Allegiance to such State, depriving him of the Rights of registering his Ship or Vessel, according to the Tenour of the Oath of Registry of *26 Geo. III.*

Instead of the Owners, as in the Case of private Ships, the Secretary to the <sup>Sec. 5.</sup> *East-India* Company, or some other Officer belonging to any other Body Corporate, shall take and subscribe the Oath of Registry, deposing that the Ship doth wholly and truly belong to the said Company, or other Body Corporate.

Vessels not exceeding thirty Tons Burthen, and not having a fixed Deck, may <sup>Sec. 8.</sup> be employed in the Fishery at *Newfoundland*, and the Shores of *Lybeck, Nova Scotia*, &c. without being registered.



- Sec. 9. Ships built at *Newfoundland*, &c. for *British* Subjects residing in his Majesty's Dominions in *Europe*, may be registered there by the Ship's Husband or Agent, on his taking the Oath required by 26 Geo. III. but such Ship on its Arrival in *Europe* must be registered, *de novo*, conformable to that Act.
- Sec. 10. After the 1st of *July*, 1787, Goods and Commodities of the Growth, Production, or Manufacture of *Europe*, enumerated and specified in the Acts of 12, 13, 14 of *Charles II.* and 6 *Geo. I.* may be imported into *Great-Britain*, either in *British* built Ships, or in Ships built in the Country, or Place, in which such Goods or Commodities, grow or are produced, subject to the Rules, Regulations, and Restrictions, contained in the said Acts.
- Sec. 11. Goods of *Morocco* imported into *Gibraltar* may be imported from thence in Ships built in his Majesty's Dominions, or Ships belonging thereto, prior to the 1st of *May*, 1786, on Payment of the same Duties, as if imported from *Africa*.
- Sec. 12. Provided always, that such Goods shall be accompanied with a Certificate, that they were imported into *Gibraltar*, in such Ships or Vessels as above described.
- All Ships and Vessels which by 26 Geo. III. c. 60, are declared not to be intitled to the Privileges of *British* built Ships, shall be deemed *alien* Ships, liable to the same Duties, Penalties, and Forfeitures as *alien* Ships.
- 14 Geo. III. c. 55. Sec. 9. Ships built in *Ireland*, and owned by his Majesty's Subjects residing in any Part of the *British* Dominions in *Europe*, to be deemed *British* built, and intitled to the like Privileges and Advantages in all Respects, as Ships built in *Great Britain*: And, Ships belonging to any of his Majesty's Subjects residing in *Ireland*, and not *British* built, are to be intitled to the same Privileges and Advantages in all Parts of his Majesty's Dominions, as Ships belonging to his Majesty's Subjects residing in *Great-Britain*, and not *British* or *Irish* built, are intitled to. Confirmed by 27 Geo. III. C. 90. Sec. 1.

*Bounties, and other Advantages granted by the Legislature, to the Owners and Masters of Ships; and to Sailors, and Fishermen, for the Encouragement of the NEWFOUNDLAND, GREENLAND, and other BRITISH FISHERIES.*

26 Geo. III. 1786, c. 26. **I**T having been found by long Experience that several of the Provisions and Regulations, hitherto in Force, for encouraging the Fisheries carried on at *Newfoundland*, and Parts adjacent, are insufficient to answer the good Purposes thereby intended.

Sec. 1. It is hereby enacted, that from and after the first of *January*, 1787, the respective bounties herein aftermentioned, shall be paid and allowed annually, for ten Years, to a certain Number of Ships or Vessels employed in the *British* Fishery on the Banks of *Newfoundland*, under the Limitations and Restrictions herein-after expressed, that is to say, that such Vessels as shall appear to be *British* built, and wholly owned by his Majesty's Subjects residing in *Great-Britain*, *Ireland*, or the Islands of *Guernsey*, *Jersey*, or *Man*, and shall be navigated each with a Master, and at least three-fourths of the Mariners being *British* Subjects, usually residing in his Majesty's *European* Dominions; and shall be fitted and cleared out from some Port in *Great-Britain*, or the aforesaid Islands, after the said first of *January*, 1787, and after that Day in each succeeding Year, and shall proceed to the Banks of *Newfoundland*, and having caught a Cargo of Fish upon those Banks, consisting of not less than 10,000 Fish by Tale, shall land the same at any one of the Ports in the North, the East, or South Side of the Island of *Newfoundland*, between *Cape St. John* and *Cape Raye*, on or before the 15th of *July* in each Year; and shall make one more Trip, at least, to the said Banks, and to return with another Cargo of Fish caught there, to the same Port.

Port—In such Case, the *One Hundred Ships* that shall first arrive at *Newfoundland*, and catch the Cargo of Fish, and make the Trip afore-mentioned, shall, if navigated with not less than twelve Men each, be intitled to *Forty Pounds* each; but if navigated with less than twelve Men, and not less than seven, they shall be intitled to *Twenty-five Pounds* each: Provided always, that in either of the Cases abovementioned, any of the *One Hundred Vessels* so first arriving, which shall be wholly navigated by Men going out upon Shares, that is to say, receiving a certain Share of the Profits of the Voyage in Lieu of Wages, such of the said Vessels as shall be so navigated with not less than twelve Men each, shall be intitled to *Fifty Pounds*; and if so navigated with a less Number than twelve, and not less than seven Men, to *Thirty-five Pounds* each.

For the second Hundred, in the order of Time, arriving at the Banks, catching the Fish, and making the Trip aforesaid, navigated with not less than twelve Men *Twenty-five Pounds* each: If with not less than seven Men *Eighteen Pounds* each—If the Men go out upon Shares, *Thirty-five Pounds* for twelve Men, and *Twenty-one Pounds* each, for not less than seven Men.

Certificates to be produced to the Collector of the Customs, at the Port in *Great-Britain*, from which the Ships were cleared out, under the Hands of the Governor, or Deputy Governor, or principal Officer of the Customs at *Newfoundland*, certifying the Qualifications of the Ships, and the Conformity of the Masters to the aforesaid Regulations, the said Certificate must likewise have been founded upon another under the Hand and Seal of the naval Officer stationed on the Banks, and delivered to the Governor, or some Person appointed by him, testifying the Time of the Ship's Arrival, the requisite Quantity of Fish being caught, &c. and the Whole must be further confirmed by the Oaths of the Masters and Mates of each Vessel. The Collectors of the Customs at the Port in *Great-Britain* to which the Ships return, are empowered to pay the respective Bounties from the Funds appointed for that Purpose by 15 Geo. III.

The Certificates and Affidavits made before the naval Officer or Commander of any of his Majesty's Ships stationed on the Coast, in order to satisfy the Governor, or Deputy Governor, of the Facts whereon he is to ground his Certificate, must be delivered within the District of *St. John's*, in the said Island of *Newfoundland*, before the 15th of *September* in each Year; and within any other District of the Island before the 30th of *September* in each Year.

Masters of Vessels, previous to receiving the Bounties, to make Oath, that all the Men belonging to his Ship, who sailed out with him, or a Number of Men equal to them, are returned to *Great-Britain*, unless any of them have died at *Newfoundland*, or on the Voyage.

Hirers or Employers of Fishermen are by this Act allowed to advance to Seamen and Fishermen more than half the Wages due to them, or contracted for; provided the Sum do not exceed five Pounds ten Shillings for each *Green Man*, and that a Reserve of forty Shillings be kept in the Employer's Hands to pay the Charges of bringing him Home pursuant to the Regulations of 15 Geo. III.

Seamen or Fishermen, wilfully absenting themselves for one Day, or neglecting, or refusing to work, shall forfeit five Days Pay, for every Day's Neglect. Refusal to work, or Absence; to be paid to the Hirer or Employer of such Seamen or Fishermen at the Discretion of the Governor, in Recompence for the Loss he may have sustained by such Absence or Neglect.

No Oil or Blubber to be entered Duty-free in any Port of *Great-Britain* till the Master or other Person, having the Command of the Ship or Vessel in which it is imported, shall have made Oath before the Collector, or other Chief Officer of the Customs, that the same, and every Part thereof, is really and *bonâ Fide* the Oil or Blubber of Fish, or Creatures, actually caught and taken on the Banks and Shores of *Newfoundland* and Parts adjacent, wholly by his Majesty's Subjects carrying on the said Fishery, from his Majesty's *European* Dominions; and usually residing in the said Dominions. A similar Oath is to be taken relative to Seal Skins.

Oil, Blubber, or Seal Skins, purchased at *Newfoundland*, upon producing Certificates, that the same was the Produce of Fish, or Creatures caught there by

*British* Subjects, and the further Oath of the Master of the Ship, may be entered Duty-free.

It shall not be lawful to use any Sean or Net of any Kind or Denomination whatsoever, for catching Cod Fish, the Scale or Mesh of which Sean or Net shall be less in Dimension than four Inches, under the Penalty of forfeiting One Hundred Pounds for each Offence.

Secl. 12. Seamen or Fishermen deserting from *Newfoundland*, with an Intention to enter into the Service of foreign States, shall, if they came from his Majesty's *European* Dominions, be imprisoned three Months, and then sent Home; and in case they do not come from his Majesty's *European* Dominions, they shall, upon Conviction, be imprisoned twelve Months.

Secl. 13. No *British* Ship, Vessel, or Boat, belonging to the Fishery, to be sold, bartered, or exchanged with any Foreigner whatever, nor any Tackle, Hook, Baits, or other Tools or Implements of the said Fishery. Persons found guilty of selling, bartering, or exchanging the same, or aiding or abetting therein, shall be committed to prison till the next Quarter-Session, and shall forfeit treble the Value of the Articles sold, bartered or exchanged. No foreign Goods or Commodities shall be bought or bartered for by any Fisherman, under the same Penalties upon Conviction.

Secl. 10. The foregoing Provisions not to extend to the Importation of Bread, Flour, Indian Corn, or live Stock in *British* Ships, in pursuance of the Act of this Session for the Encouragement of Navigation, &c.

Secl. 18. No more than forty Shillings to be paid for the Passage to *Great-Britain* for every Person put on board by order of the Governor or Deputy Governor to be carried to *Great-Britain*. The said forty Shillings to be paid by the Commissioners of the Navy, if the Funds in the Hands of the Collectors of the Customs at the Port to which any Ship returns are deficient.

Secl. 20. Officers commanding any of his Majesty's Ships, stationed at the Island of *Newfoundland*, are empowered to search, examine, and detain *British* Ships or Vessels, coming to or going from the said Island, which he shall have reason to suspect are going to, or coming from the Islands of *St. Pierre* or *Miquelon* for the Purposes of lading contraband Goods, or Commodities, or of bartering Fishing-tackle, Tools, &c. for such Commodities; and if such Commodities or Merchandise shall be found on board, the Vessel and Goods shall be forfeited.

Secl. 21. Suits, relative to Ships seized, to be carried on in the Vice-Admiralty Court at *Newfoundland*. If it shall appear upon Trial that there was a probable Cause for Seizure, though a Verdict be given for the Defendant or Defendants, Claimer or Claimers of any Ship or Vessel, the Judge of the Court is to grant a Certificate to the Officer who seized her, stating such probable Cause, which shall be given in Evidence against any Action to be brought in any Court in *Great-Britain*.

Secl. 22. No Action shall be commenced for any thing done in Consequence of this Act, after three Months, from the Time of committing the Offence, at *Newfoundland* or in *Great-Britain*, unless commenced there, three Months after the Return of the Person or Persons complained of.

19 Geo. III. His Majesty's Subjects residing in *Ireland* may transport directly from thence  
C. 31. S. 3. to *Newfoundland*, or to any part of *America* where the Fishery is carried on, Provisions, Hooks, Lines, Netting, or other Tools or Implements necessary for the Fishery; being the Product and Manufacture of *Great-Britain* or *Ireland*.

26 Geo. III. This Act, for the Encouragement of the *Southern Whale* Fishery, establishes new  
1706. c. 50. and additional Premiums for the Fisheries carried on by his Majesty's *European* Subjects in the Seas to the Southward of the *Greenland* Seas and *Davis's Straits*, for the Purpose of taking Whales and other Creatures found in those Seas. It repeals the Acts of 15 and 16 Geo. III. (our Guide in the last Edition of this Work) and grants the following Premiums to Twenty Ships registered, manned, &c. according to the Regulations of the Act of 26 Geo. III. cap. 26. To fifteen of the Ships or Vessels so fitted out between the first of May and the first of September, 1786, in each of the succeeding ten Years, and which shall have sailed to the Southward of the seventh Degree of North Latitude, and shall there have *bond Fide* carried on the said Fishery; and shall return to some Port in *Great-Britain* before the first of July, in the Year subsequent to that in which they cleared out, there shall be paid the Sum of Five Hundred Pounds to each of the three first Ships that shall arrive,

arrive, with the greatest Quantity of Oil or Head-matter taken together, being not less in the whole than *Twenty Tons* in each Ship, and being the Produce of one or more Whale or Whales, or other Creature living in the Seas, taken and killed by the Crews of every such Ship or Vessel.—*Four Hundred Pounds* to the Three Ships next arriving under the foregoing Circumstances.—*Three Hundred Pounds* for the next Three Ships.—*Two Hundred Pounds* for the next Three.—*And One Hundred Pounds* for the Three last of the Fifteen.

For the Five Ships or Vessels last fitted out, and sailing to the Southward of the *Thirty-sixth* Degree of South Latitude, and returning within the Times before limited, the following Premiums shall be paid and allowed.—*Seven Hundred Pounds* for the First Ship that arrives at any Port in *Great-Britain*.—*Six Hundred Pounds* for the Second of such Ships.—*Five Hundred Pounds* for the Third Ship.—*Four Hundred Pounds* for the Fourth Ship.—*Three Hundred Pounds* for the Fifth Ship. The Quantity of Oil and Head-matter taken together to be not less than *Twenty Tons*, in each Ship or Vessel, and the greatest Quantity in each Ship to have the largest Premium, and so in Proportion; Regard being always had to the Priority of the Time of Arrival.

The Master and Three-fourths of the Crew must be *British* Subjects, or foreign Protestants intending to settle in *Great-Britain*. Sect. 5.

No Premium shall be paid unless there be an Apprentice for the Term of three Years on board the Ship that claims it, for every *fifty Tons* Burthen of the said Ship: Thus a Ship of 200 Tons Burthen must carry out *four* Apprentices, and so in Proportion; or forfeit all Pretensions to any of the Premiums. Sect. 6.

No Premium shall be paid for any Ship, under the aforesaid Circumstances, unless a regular Log Book has been kept during the whole Course of the Voyage; which shall be produced to the Commander of any of his Majesty's Ships of War, that may be met with at Sea; or to the *British* Consul at any foreign Port, into which the said Ship or Vessel may happen to put; and the Commander of the Ship of War, and the *British* Consul, are required to make Memorandums in the said Log Book, of the Day on which it was produced to them. Also, on the Arrival of any such Ship or Vessel in any Port of *Great-Britain*, with a Cargo entitled to a Premium, the Master shall deliver up his Log Book to the Collector of the Customs at the said Port; and jointly and separately himself and his Mate shall verify on Oath, the contents of the said Log Book. Sect. 7 and 8.

The Master, Mate, and two of the Mariners belonging to every such Ship or Vessel, shall make Oath, upon the Importation of any Oil or Head-matter, that it is the Produce of Fish, or other Creatures killed by the Ship's Crew, within the Latitudes prescribed. Sect. 9.

Persons taking out any Part of the Cargo of another Ship to add to their own, in order to obtain any Premium, shall forfeit *Five Hundred Pounds*. And, on Information given of this Offence, the Owners of such Ships and Vessels shall not pay any Money that shall be due to him, the said Master, but shall pay it to the Collector of the Customs, towards discharging the Sum forfeited, upon Conviction; and, if the Owner or Owners do not comply with this Clause, they shall be made accountable for the Sum they have paid to the said Master. Sect. 10.

The Produce of Whales, caught near the Latitudes before recited, by Ships on their Voyage out, or on their return Home, to be accounted Part of the Quantity entitling them to Premiums, provided they have actually sailed and *bonâ Fide* carried on the Fishery in the said Latitudes, and within the Times before specified. Sect. 11.

Ships employed in the *Southern Whale Fishery*, may sail and pass for that Purpose to the Eastward of the *Cape of Good Hope*, and to the *Westward of Cape Horn*, or through the *Straits of Magellan*. Sect. 14.

But such Ships, sailing to the Eastward of the *Cape of Good Hope*, shall not sail or pass to the Northward of *Thirty Degrees* of South Latitude, nor make more than *fifteen Degrees* of East Longitude, from the said *Cape of Good Hope*; nor shall any such Ship or Vessel so sailing and passing to the *Westward of Cape Horn*, or through the *Straits of Magellan*, for the Purpose aforesaid, be allowed to pass to the Northward of the *Equinoctial Line*, nor make more than *Fifty Degrees* of West Longitude from *Cape Horn*. Sect. 15.

- Sect. 16. Ships, intending to sail to the *Eastward* of the *Cape of Good Hope*, must take out a Licence before they leave *Great-Britain* from the *East India Company*; and the said Company shall not be required to grant Licences to more than ten Ships in one Season.
- Sect. 17. Ships sailing out of their Limits, or having improper Merchandise on board, shall be liable to the Penalties incurred for Ships trading to the *East Indies* without Leave.
- Sect. 18. Ships that have obtained Licences from the *East India Company* to sail to the *Eastward* of the *Cape of Good Hope*, must, within thirty Days after their Return to *Great-Britain*, obtain a Certificate from the *East India Company*, that no *East India Goods* have been imported in such Ships, before they can obtain any Premium under the Authority of this Act.
- Sect. 17. Ships or Vessels, in like Manner intending to navigate within, or frequent any Part of the Seas comprized in the Boundaries of the exclusive Trade of the *South Sea Company*, must take out a Licence from the said Company.
- Sect. 20, 21. No Ship or Vessel shall be intitled to more than one Premium in the same Season. And if Water be mixed with the Oil imported it shall be forfeited, together with all Claims to any Premium. And in Case of any Dispute, the Owners of the Ships, if required by the Officers of his Majesty's Customs, shall prove the Purity of the Oil.
- Sect. 22, 23. The Quantity of Oil and Head-matter imported shall be ascertained by an Officer of the Customs before any Premium is paid. Oil and Head-matter may be imported Duty Free, in *British*-built Ships.
- Sect. 24. Foreigners, settled in *Great-Britain*, who have carried on the Fishery five Years, shall be naturalized, upon producing a Certificate thereof, from the proper Officers of his Majesty's Customs, and taking the Oath of Allegiance.
- Sect. 25. No Harpooner, Line Manager, or Boat-steerer, belonging to any Ship or Vessel fitted out on the aforesaid Fishery, shall be impressed from the said Service.
- Sect. 26, 27. Ships belonging to foreign Protestants coming to reside in any Part of *Great-Britain* before the 25th of June, 1787, and which Ships, not to exceed forty in Number, were built before the first of June, 1786, may be licensed by his Majesty in Council to carry on this Fishery, subject to the several Regulations aforesaid; and import Oil, &c. Duty free, but shall not be intitled to any Premium in Virtue thereof. And in Case of the Death of a Foreigner, whose Family has been resident in *Great-Britain* five Years, and whose Ship has been employed in the Fishery five Seasons, Licence shall be granted to her as a *British* built Ship. The Owners of such Ships to take the Oath of Allegiance before the Certificate of registering the Ship is granted.
- Sect. 29. Officers of the Customs, &c. granting false Certificates, are made liable to a Penalty of Five Hundred Pounds, upon Conviction; and rendered incapable of serving his Majesty, his Heirs, and Successors, in any Office whatever.
- It would be unpardonable to close this important Article, without noticing the beneficial Effects of these Encouragements given to our Fisheries in foreign Parts.

Only eighteen Ships were employed in the Southern Whale Fishery in 1785; and the Amount of their Cargoes was estimated at 30,000*l*. In 1787, when the additional Bounties and Privileges granted by the Legislature began to take Effect, no less than thirty-eight Ships were employed, and the Cargoes were estimated at 100,000*l*. And it is highly probable that the public statement of this valuable Branch of Commerce made up for the Year 1790, will make the Number of Ships employed near sixty, and the Amount of the Cargoes about 300,000*l*.

The *Greenland* Fishery before the last War never employed more than One Hundred Ships; there are now upwards of two Hundred and Fifty employed in that Business, to the great Increase of our Shipping and Navigation; and the Cargoes are valued at 500,000*l*.



*Home Fisheries.*

WE must now take a cursory View of the great Advantages likely to accrue from the Encouragements lately given to the Fisheries established, and to be established within the Realm of *Great-Britain*.

The Pilchard Fishery was greatly promoted by an Act of Parliament of 25 Geo. II. whereby a Bounty of seven Shillings was granted for every Cask or Vessel of Pilchards, containing 50 Gallons taken, cured, and exported, from any Port or Place in *Great-Britain*, to Parts beyond the Sea; and so in Proportion for a greater or lesser Quantity thereof; and the said Act recites two former Acts of 5 Geo. I. and 3 Geo. II. by which a Bounty of two Shillings had been granted, for the before named Quantities of Pilchards, so taken and cured. These Acts expiring, the two Bounties united are granted for five Years, from 1786 to 1791; and nine 26 Geo. III. Shillings for every Cask or Vessel containing fifty Gallons, exported as aforesaid, c. 43. is allowed; provided always, that in Case more than 20,000 Hogheads shall be exported in one Year, only seven Shillings shall be paid for the Quantity exceeding 20,000 Hogheads; and the additional two Shillings on every Cask or Vessel of Fifty Gallons, shall be divided and shared proportionally by the Ships exporting together to the total amount of 20,000 Hogheads.

Incorporates certain Persons therein named, by the name and stile of *The British Society for extending the Fisheries, and improving the Sea Coasts of this Kingdom*; c. 106. and enables them, when incorporated, to subscribe a Joint-Stock, and therewith to purchase Lands, and build thereon Free-Towns, Villages, and Fishing Stations, in the Highlands, and Islands, in that Part of *Great-Britain* called *Scotland*; and for other Purposes. The Preamble states the obvious national Benefits that must be derived from this capital Undertaking, if it succeeds, of which there can be but little Doubt; since the Members of the Corporation named in the Act consists of the principal Nobility and Gentry of *Scotland*; in short, it is an Association of Power, Influence, and Riches, combined for the Improvement of the Highlands and Islands of *North-Britain*, and calculated to obviate those Impediments, which rendered former Attempts of a similar Nature abortive.

Empowers them to purchase Lands; and Sect. 3, enables them to raise a joint Sect. 1. Capital Stock or Fund, for the Purposes of building Free-Towns, Villages, Harbours, Quays, Piers, &c. The sum to be so raised not to exceed 150,000*l.* Sterling; and to be divided into Shares of Fifty Pounds each; each Share intitling the Subscriber to one Vote, at all Meetings for transacting the Affairs of the Society. Two Shares to intitle to only one Vote; three or four, to only two; five, six, and seven Shares to only three; eight or nine Shares to four; and ten Shares to five Votes, and no more. Votes in these Proportions to be admitted by Proxy.

Then follow the Oath of the Governour, and other Officers, and the Bye-Law, founded on Precedent of similar commercial Societies, and containing nothing new or extraordinary.

No Transfer, other than by Gift or Bequest shall be made of any of the said Sect. 22. Capital-Stock, or Share, under three Years, from August 10, 1786.

The Books of Accounts relating to the Society shall be stated and settled; and Sect. 23. every Proprietor shall have free Access to them, at convenient Times.

*Encouragement of British-made Sail Cloth.*

9 Geo. II. **EVERY** Ship which shall be built in *Great-Britain*, and every Ship built in  
 Cap. 37. S. 4. his Majesty's Plantations in *America*, shall, upon her first setting out, have  
 one complete Set of Sails, made of Cloth manufactured in *Great-Britain*, and in  
 Case such Ship shall not be fitted as aforesaid, the Master shall forfeit 50*l*.

Ditto, S. 5. No Person shall make into Sails or Tarpawlines, any foreign Sail-Cloth imported  
 after the 24th of *June*, 1731, not stamped; and in Case any Person shall make  
 up foreign Sail-Cloth, other than as aforesaid, such Sails and Tarpawlines shall be  
 forfeited, and such Person shall forfeit 20*l*.

Ditto, S. 10. This Act shall continue five Years from the 24th of *June*, 1736, and to the  
 End of the next Session of Parliament.

*Continued till the 1st of June, 1747, and until the next Session of Parliament, by  
 15 and 16 Geo. II.*

Confirmed by 19 Geo. II. p. 457. And it is there also enacted, that from the  
 24th of *June*, 1746, every Master of a Vessel belonging to a Subject, navigated  
 with, or having any foreign-made Sails aboard, shall at the Time of his making his  
 Entry at the Custom-house of such Vessel, also make Entry and Report upon Oath  
 of all foreign-made Sails used in, or being aboard such Vessel, and before the  
 Vessel shall be cleared by the Officers of the Customs inwards, where the shall  
 discharge any of her Lading, he shall pay the like Duties payable by an Act of  
 12 *Anne*.

Every such Sail shall be stamped at the Place where the Vessel shall make her  
 Entry, in Manner herein aforementioned; and if the Master shall not make such  
 Entry, and pay the Duty before the Vessel shall be cleared by the Officers of the  
 Customs inwards, all such Sails shall be forfeited, and the Master for every such  
 Offence shall forfeit 50*l*.

Page 458. If the Master after his Report or Entry made, and before the Vessel is cleared  
 by the Officers of the Customs, shall declare his Intention of not chooting to  
 pay the Duty, and shall deliver such Sails to the Officer of the Port where he  
 makes his Entry, in such Case the Sails are to be forfeited, and the Master shall  
 not be liable to pay the Duty or Penalty of 50*l*.

Nothing herein contained shall make Captains or Masters of Vessels, coming  
 from the *East-Indies*, liable to the Duties or Forfeitures aforesaid, for such Ves-  
 sels being navigated with, or having foreign-made Sails on board, which shall  
*bonâ fide* be brought by them from thence.

The Commissioners of the Customs of *Great-Britain*, by the 24th of *June*,  
 1746, shall provide a sufficient Number of Stamps of eight Inches Diameter for  
 the Stamping of foreign-made Sails, &c.

Page 461. And as Doubts have arisen about the meaning of a Clause in the said Act of  
 9 Geo. II. by which Vessels are obliged at their first setting out, or being first  
 navigated at Sea, to be furnished with one full and complete Set of Sails, made  
 of Sail-Cloth manufactured in *Great-Britain*; to obviate such Doubts for  
 the future, it is enacted, that from the 24th of *June*, 1746, every Vessel which  
 shall be built in *Great-Britain*, and from the 29th of *December*, 1746, every  
 Vessel which shall be built in his Majesty's Plantations in *America*, upon her  
 first being navigated, shall be furnished with one full and complete Set of Sails  
 (*bonâ fide* belonging to such Vessel, &c) made of Sail-Cloth manufactured in  
*Great-Britain*, under Penalty, for every Default, of 50*l*. to be forfeited by the  
 Master.

26 Geo. III. All the foregoing recited Acts, relative to *British* made and foreign Sail-Cloth,  
 c. 53. S. 3. are continued, and to remain in Force, until the 29th of *September*, 1792; and  
 from thence to the end of the then next Session of Parliament.

5 and 6 Will. and Mar. C. If any Subject of this Realm shall ship any Salt or Rock Salt, that hath paid  
 7. S. 21. the Duty, to convey it by Sea to any Part of *England*, and the Vessel perith at  
 Sea, or be taken by Enemies with such Salt on board, such Person shall, upon  
 Proof made at the Quarter Sessions for the County, &c. wherein he doth in-  
 habit,

habit, of the Loss of such Salt, receive from the Sessions a Certificate, and upon producing the Certificate to any Officers of the Duty having been paid, they are to let such Persons ship the like Quantity of Salt without paying any Duty.

Where any Ship laden with Salt shall be found hovering on the Coasts, not proceeding on her Voyage, it shall be lawful for the Officers of the Customs, or of the Duty on Salt, to go on board such Vessels, and compel them to come into Port, and to continue on board until the Salt be unladen, or the Ship shall depart from the Port; and if the Persons on board any Ship importing Salt, shall neglect to enter or unlade such Salt twenty Days after the same is come into Port, or within that Time to depart and proceed on their Voyage, unless permitted by the chief Officer of the Customs, to make a longer Stay, all the Salt on board such Ship shall be forfeited, and double the Value thereof, to be recovered of the Master. 1 Ann. St. 1.  
Cap. 21. S. 7.

No foreign Salt shall be imported in any Ship of less Burthen than twenty Tons, and in Bulk only (except for the Provisions of the Ships) upon Pain of forfeiting the Salt, and double the Value, to be recovered of the Person importing. S. 8.

If any Ship laden with Salt, to be carried beyond the Seas, shall come into any Place in *England*, it shall be lawful for the Officer of Salt, to enter such Ship, and there continue till the Ship unlade her Cargo, or return to Sea, under the Penalty of 20*l.* to be recovered of the Master, who shall refuse such Officer to come on board; and if any Person shall unlade any of the Salt before Entry or Re-payment of the Duty, the whole Cargo of Salt shall be forfeited. Ditto, S. 12.

Where any Salt shall be laid on board any Ship, either to be transported beyond the Seas, or carried Coastwise, the Officer of the Customs shall in the Cockets (which shall be also signed by the officer for the Duty on Salt, and given without Fee) express the Quantity of Salt; and in Case such Ship shall come into any Port in *England*, it shall be lawful for the Officers of the Customs or Officers for the said Duties, to go on board such Ship, and demand a sight of such Cocket, and in Case he has Cause to suspect that there is not so much Salt on board as the Quantity expressed from such Cocket (and shall make Affidavit thereof before the Collector, or Customhouse of the Port) to weigh all the Salt remaining on board; and in Case there shall appear not to be so much as the Quantity expressed in such Cocket (making Allowance for the Waste, and for Salt delivered at another Port, and indorced in the Permit) the Salt remaining shall be forfeited. Ditto, S. 13.

No Salt of the Produce or Manufacture of *England, Wales, Berwick, Scotland, or Ireland*, nor any other Salt coming from *Ireland, Scotland, or the Isle of Man*, shall, after *June 1, 1704*, be imported into *England, Wales, or Berwick*, upon Pain that all the Salt so imported, &c. shall be forfeited, and that the Ship shall also be forfeited; and every Person that shall take any Salt out of such Ship, or carry the same on Shore, or convey the same from the Shore, or be assisting therein, shall forfeit 20*l.* or suffer six Months Imprisonment. 2 and 3 Ann.  
Cap. 14. S. 1.

It shall be lawful for any of the Officers for the Duties upon Salt, within two Months after the landing any such Salt, to seize the Salt, and also the Ship; and in case the Owner of such Salt or Ship shall not within twenty Days claim the Salt and Ship, and give Security to answer the Value, the Salt and Ship shall be sold. Ditto, S. 2.

Nothing in this Act shall extend to any Salt shipped to be carried Coastwise, by Certificate, from one Port to another, according to former Acts. Ditto, S. 3.

In Cases where Salt shall have been shipped to be exported, and the Ship shall by Strefs of Weather, Enemies, or other Necessities, be forced into any Port in *England*, it shall be lawful for the Owner of such Salt, or Master of such Ship within twenty Days, to reland the Salt, so as due Entry be made, and the Duties again paid down for the whole Quantity that was entered to be exported before any Part thereof be relanded. Ditto, S. 4.

Where any Ship shall come into any Port of *England* from *Ireland*, or other foreign Part, having on board any Salt which was taken in only for the Provision of the Ship, or for curing of Fish, it shall be lawful to land the Salt, so as Entry

be made thereof within ten Days after coming into Port, and the Duties paid down or secured before any Part thereof be landed.

Ditto, S. 10. Where any Salt (the Duties whereof shall have been paid or secured) shall be shipped, and perish by the sinking of the Ship, before going out of Port, and before the Exporter shall be intitled to a Drawback; the Exporter or Proprietor of the Salt shall, upon Proof made before the Justices at the next Quarter Sessions, receive a Certificate to such Proof, and upon producing it to any Collector of the Duties, he shall let the Proprietor buy the like Quantity of Salt without paying Duty.

Ditto, S. 18. Or if any Salt is lost at Sea by stormy Weather, or by being thrown overboard for the Ship's Preservation, the Owner thereof shall, upon Proof by the Oaths of two (whereof the Master or Mate of the Vessel to be one) receive a Certificate as above, and be allowed to buy the like Quantity of Salt without Duty.

15 Gen. I. C. If any Master of a Ship, who shall import into *Great-Britain* any Salt taken in 18. S. 18. for the Provisions of the Ship, or for curing Fish, shall not enter and pay, or secure the Duty for the same within ten Days after coming into any Port, and before the same be landed, the Salt so imported shall be forfeited, and the Master or Owner shall forfeit double the Value.

Ditto, S. 20. Every Master of any Vessel, who shall transport any foreign Salt from *Scotland*, or any of the Islands thereof belonging to *England*, or from one Port to another in *Great-Britain*, shall, before landing or delivering such Salt, deliver to the Officers for collecting the duties on Salt a Particular of the Quantity, signed by the Officers of Salt and Customs for the Port whence the Vessel came, and the Master, his Mate, or Boatwain, shall make Oath, before the Commissioners for the Salt Duties, or their Officers, that to his Knowledge there hath not been taken into the Vessel any Salt since he came from such Port: And if such Vessel be to deliver Part of her Salt at one Port, and part at another, the Officers of the Salt Duties, and of the Customs, where such Salt shall be delivered, shall certify on the Back of the Cocket or *Transire*, or else by Certificate, what Quantity of the Salt hath been delivered, on Penalty of double the Value of the Salt otherwise delivered, and 10s. *per* Bushel.

Ditto, S. 21. It shall be lawful for the Salt Officers at any unloading Port to go on board such Vessel, before the Delivery, and demand a Sight of the Cocket, and to weigh the Salt upon the unloading; and if the Salt be found to be more in Weight than what is contained in the Cocket, the Surplusage shall be forfeited, and if the Master refuses to show the Cocket, the Officer may seize the Salt, and detain it till the Cocket be produced; and if it be not produced in four Days, the Salt shall be forfeited.

Ditto, S. 22. The Officers of the Customs, or of the Duties on Salt, may go board any Vessel to search if there be any Salt on board, and may seize the same, if it be found on board any other Vessel than that in which the Salt was imported, unless it had been duly entered, or the Duties paid or secured; and all such Salt shall be forfeited, or the Value thereof to be recovered of the Master or Owner of such Vessel, who shall likewise be liable to all other Penalties, as if the same had been landed, without Entry or Payment of the Duties; and every Person who shall hinder any Officer in going on board any Vessel and searching, shall forfeit 40s.

Ditto, S. 24. If any foreign Salt be put on Shore before Entry or the Duty paid, or without a Warrant, the Person landing the same, or conveying it from the Shore, or assisting therein, shall, over and above the Penalties already given, forfeit 100s.

Ditto, S. 25. On reshipping any Salt, *British* or *Foreign*, from any Boat into any Ship, and before any Dispatches for the Salt so re shipped be granted, the Master, &c. that comes along with the Salt to be shipped on board another Vessel, shall make Oath before the Salt Officer, that all the Salt he took in is truly re shipped, and that there was no Salt added to it, or taken from it, to the best of his knowledge, on Penalty of forfeiting double the Value of the Salt, that shall be otherwise re shipped, and also 10s. *per* Bushel.

5 Gen. III. c. Salt landed without the presence of any Officer, is forfeited, with 10s. *per* 45. S. 40. Bushel; and the Vessel out of which it shall be taken, with the Tackle and Furniture are forfeited; and every Person concerned therein shall forfeit 20s.

Officers for the Duty of Salt, meeting any Person conveying Salt by Land or Water, by Day or Night, may demand a Sight of the Permit, and may at their own Expence weigh the Salt; and if it be found more in Weight than contained in the Permit, the Surplusage shall be forfeited; and the Persons conveying the same shall be liable to the same Penalties and Forfeitures, as Persons are liable to for removing Salt without due Entry.

Persons obstructing or abusing Officers, in the Execution of their Duty, shall forfeit 20*l.* for every Offence.

Salt may be imported from any Part of *Europe* to *New-Scotia*; it may also be imported into *Quebeck*.

This Act continued and to be in Force, until *June 24, 1790*; and from thence to the End of the then next Session of Parliament.

The throwing of Silk is not a Manufacture within the Intension of the Act of Navigation, 12 *Car. II.* Cap. 18. and no thrown Silk of the Growth or Production of *Turkey, Persia, East-Indies, or China*, or of any Country or Place, (except only such thrown Silk as shall be of the Growth, or Production of *Italy, Sicily, or of the Kingdom of Naples*, and which shall be imported in such Ships, and navigated in such Manner as in the Act is directed, and brought from some of the Ports of those Countries, whereof the same is of the Growth or Production, and which shall come directly by Sea, and not otherwise) shall be imported into *England, &c.* upon the forfeiture of all thrown Silk imported contrary to this Act.

No foreign wrought Silks or Velvets shall be imported into *Great-Britain*, the Islands of *Jersey, Guernsey, Alderney, Sark, or Man*, on Forfeiture; and the further Penalty of 100*l.* to be paid by the Importer, for each Piece or Remnant, with Costs of Suit.

This not to extend to *East Indian* Silks or Velvets; or to Silks, Crapes, or *Ditto*, *Tiffanies*, the Manufacture of *Italy*.

Exportation of Raw Silk from *Ireland* incurs the Forfeiture of the Silk, together with that of the Vessel and Furniture.

The Treasurer, Comptroller, Surveyor, Clerk of the Acts, and Commissioners of the Navy, or one of them, on Oath of one Witness, that his Majesty's Stores, &c. are conveyed into any Ship, being at Anchor, and not ready to sail that Tide, within any of the Roads, Harbours, &c. in his Majesty's Dominions, may authorise any Persons by their Warrant (in which the Quantity and Quality of such Goods shall be specified) in the Day time to go on board such Ship, &c. and in Case of Resistance to break open the Hatches, &c. and search for such Goods, &c. and seize the same for his Majesty's Use, unless the said Officers and Commissioners shall find, upon hearing of the Matter, that they were unjustly seized, and thereupon restore them to the Party.

In Case the Master of any Ship shall bring into this Realm from *Ireland*, the *Isle of Man, Jersey, Guernsey, or Sark*, or any of the foreign Plantations, any Rogue, Vagabond, or Beggar, or any other Person likely to live by begging, being a Native of any of the said Islands, or Plantations, and the Person so brought over shall be apprehended wandering and begging, or otherwise misordering himself as aforesaid, such Master, &c. shall forfeit 5*l.* for every Rogue, &c. over and above such Money as shall be necessary to defray the Charges that any Constable shall be put to, by Means of apprehending and re-conveying the Person; and the Constable or other Officer of any Parish where any Person so brought over shall be found wandering and begging, or misordering himself, may cause him to be apprehended, and openly whipt, and after put on board any Ship, to be set on Shore in the Place from whence he was brought, paying for the Passage back of such Person such Rate as the Justices at their Quarter-Sessions shall appoint; and in Case such Constable, &c. shall upon Oath make appear before any Justice of Peace what Expence he hath been put to upon such Occasion, it shall be lawful for such Justice by Order to direct the Payment of the Money so expended, as also of the Penalty of 5*l.* and in Case such Master, &c. of the Ship shall neglect to pay the Monies upon Demand, it shall be lawful for such Justice, by Warrant, to levy the same by Distress, and Sale of the Ship, or any Goods within the same, while remaining within the Jurisdiction



of such Justice; and if the Master of the Ship shall be gone out of the Jurisdiction, &c. the said Order of the Justice may be removed by *Certiorari* into the Queen's Bench, and being filed, the Judges are required to direct Process for arresting the Ship, and detaining the same, until the Monies mentioned in such Order, together with the Charges of such Process be satisfied, or otherwise to award Process for levying the Monies by *capias*, *fieri facias*, or *eligit*, against the Master or Owners of the Ship, as the Court shall think proper.

*Ditto*, S. 25. Provided that in Case such Master or Owners shall in the said Court shew any probable Ground of Grievance by the said Order, they may be admitted to traverse the same; giving Security in the Penalty of 50*l.* to answer the Costs of such Traverse, in Case it be determined against them.

*Ditto*, S. 26. All Masters of Ships bound for *Ireland*, the Isles of *Man*, *Jersey*, *Guernsey*, or *Sicily*, shall, upon Warrant to them directed by a Justice of Peace of the County, &c. where such Ship shall lie, take on board such Vagrants as shall be named in the Warrant, and convey them to such Place in *Ireland*, the Isle of *Man*, *Jersey*, *Guernsey*, or *Sicily*, as such Ship shall be bound to, or arrive at; and for the Charges thereof, the Constable, or the Person who serves him with the Warrant, shall pay him such rate as the Quarter Sessions shall appoint, and such Master shall on the Back of the Warrant sign a Receipt for the Money, and also for the Vagrants; which Warrant shall be produced to the Justice who signed the same, and upon his Allowance thereof, under his Hand, the Money shall be repaid by the County; and every Master of such Ship, neglecting to receive or transport such Vagrants, or to endorse such Receipt, shall forfeit 5*l.* to be levied by Distress, or Sale of the Ship, or any Goods within the same, by Warrant of any Justice of Peace for the same County, &c.

*Confirmed by 13 Geo. II. p. 478 and 479.*

4 and 5 Ann.  
C. 2. s. 1. Masters of Ships knowingly importing foreign cut Whale-Fins or Whale-Bone, shall forfeit 50*l.* &c.  
13 Car. II.  
C. 32. S. 2.

*Laws in Force prohibiting the Exportation of live Sheep, Wool, Woolfels, Yarn, Worsted, &c. and for the Encouragement and Security of the Woollen Manufactures of Great-Britain.*

28 Geo. III. c.  
38. 1789. " THE Laws and Regulations formerly made and in Force for preventing  
" and prohibiting the Exportation of live Sheep, Rams, and Lambs,  
" Wool, Woolfels, Mortlings, Shortlings, Yarn, or Worsted made of Wool,  
" Woolstocks, Cruels, Coverlids, Waddings, or other Manufactures, or pre-  
" tended Manufactures, made of Wool slightly wrought up, or otherwise put  
" together, so as the same may be reduced to, and made Use of as Wool again;  
" Matrafles or Beds stuffed with combed Wool, or Wool fit for combing or card-  
" ing, Fuller's Earth, fulling Clay, Tobacco-pipe Clay, from and out of this  
" Kingdom, and the Isles of *Jersey*, *Guernsey*, *Alderney*, *Sark*, and *Man* into  
" foreign Parts; having, in many Respects, been found insufficient to answer  
" the good Purposes intended thereby; they are by this Act repealed:" Except  
so much of an Act, passed in the 9th and 10th of *William III.* intituled, *An Act for the Explanation and better Execution of former Acts made against Transportation of Wool, &c.* as relate to Wool shorn, laid up, or lodged within ten Miles of the Sea Side, within the Counties of *Kent* or *Suffex*, or either of them, or to any Person or Persons residing within fifteen Miles of the Sea in the said Counties of *Kent* or *Suffex*. And from and after the passing this Act, all the Powers, Provisions and Regulations herein contained, respecting all or any of the before enumerated Articles, Goods or Commodities, shall commence, take Effect, and be in Force, in such Manner as are herein after mentioned.

If any Person or Persons whoſoever ſhall, from and after the paſſing this Act, ſect. 1. bring, deliver, ſend, receive, or take, or cauſe, or procure to be brought, delivered, ſent, received, or taken into any Ship, Veſſel, or Boat, any Rams, Sheep, or Lambs of any Sort or Deſcription whatſoever, of the Breed of the Kingdom of Great-Britain, or of the Iſles of *Jerſey*, *Guernſey*, *Alderney*, *Sark*, or *Man*, being alive, to be carried or conveyed out of the ſaid Kingdom, or any of the ſaid Iſles; the ſaid Rams, Sheep, and Lambs, and alſo the Ship, Veſſel, or Boat, on Board of which the ſame ſhall be taken, or received, ſhall become forfeited, and liable to be ſeized and ſecured, for the Benefit of any Perſon or Perſons ſeizing the ſame; and every ſuch Perſon and Perſons ſo offending, his, her, and their Aiders, Abettors, Procurers, and Comforters, knowing thereof, and who ſhall be thereof convicted, ſhall, for every Sheep or Lamb which ſhall be brought, delivered, ſent, received, or taken with any ſuch Intent as aforeſaid, into any Ship, Veſſel, or Boat, forfeit the Sum of Three Pounds, of lawful Money of Great-Britain, and ſhall alſo ſuffer ſolitary Imprisonment in the common Gaol or Houſe of Correction of the County, Riding, Division, or Stewartry wherein ſuch Offender or Offenders ſhall be reſpectively convicted, for the Space of three Months, without Bail, or Mainprize, and until ſuch Forfeiture ſhall be paid; but the Whole of the ſaid Imprisonment for Non-payment of the Forfeiture, not to exceed twelve Months. For a ſecond Offence, the Forfeiture to be five Pounds for every Sheep, with ſix Months Imprisonment, and two Years for Non-payment of the Forfeiture; but not to extend to carrying Sheep on board for the neceſſary Proviſion of the Maſter and Mariners, and Paſſengers of any Ship or Veſſel on her Voyage.

No live Wether Sheep to be ſhipped on board any Ship or Veſſel, for neceſſary Food or Proviſion for the Maſter, and Mariners, or Paſſengers, without a Licence from the Collector or Comptroller of the Customs at the Port from whence they are ſhipped, ſpecifying the Number of Sheep ſo taken on board, and they muſt be put on Board in the Preſence of the proper Officers, appointed by the Custom-houſe to attend for that Purpoſe; under the Penalty of Twenty Shillings for every Sheep, and Forfeiture of the ſame.

Where there is no Officer at the Shipping Port, a Licence muſt be obtained from the Officers at the neareſt Port.

Not to extend to Veſſels bound to, or from any Place between the *Mull* of *ſect. 5.* *Cantire* and *Cape Wrath*, in *Scotland*.

Nor to the Removal of Sheep from the main Land to Iſlands within the *Firths* of *Scotland*, where Eſtates conſiſt of both. Provided always that the Proprietors of ſuch Eſtates, or their Tenants ſhall give Bond to the King, under the Penalty of One Hundred Pounds, not to export ſuch Sheep and Lambs to foreign Countries, and ſhall take out a Licence for ſuch Removals, ſpecifying the Names and Situations of the Iſlands, to and from which any Sheep are removed, and the Names and Places of Abode of the Owners.

Perſons, who ſhall directly or indirectly carry, export, tranſport, or otherwiſe convey, or cauſe or procure to be conveyed, out of the Kingdom of Great-Britain, or the Iſles of *Jerſey*, *Guernſey*, *Alderney*, *Sark* and *Man*, any Wool whatſoever of the Growth of the Kingdom, or of the Iſles aforeſaid, or any Woolfels, Mortlings, Shortlings, Yarn, or Worſted, made of Wool, &c. &c. &c. and alſo all and every Owner or Owners of any Ship, or Veſſel, and the Owners of any Horſe or other Beaſt of Burthen, Waggon, Cart, or Carriage, upon which any Sheep, Wool, or other Articles before enumerated, ſhall be exported, tranſported, carried, or conveyed, packed, or loaded, with an Intent to be exported, knowing thereof, and being actually aiding, aſſiſting, or conſenting thereto; and alſo every Maſter and Commander, and Mariner, of or in ſuch Ship or other Veſſel, wherein any ſuch Wool or other Articles aforeſaid, and which are hereby prohibited to be exported, ſhall be ſo exported, tranſported, carried, or conveyed, or laden or laid on Board as aforeſaid, with any ſuch Intent or Purpoſe, knowing thereof, and being actually aiding, aſſiſting, or conſenting thereunto; and alſo every Factor or Servant, or other Perſon whatſoever, and every Collector, Cuſtomer, Comptroller, Waiter, Searcher, Surveyor, or other Officer or Officers whomſoever, knowing thereof, and being actually aiding, aſſiſting

assisting or consenting thereunto, and who shall be thereof convicted, shall forfeit and pay for the first Offence, three Shillings for every Pound Weight of such Wool, or other the aforesaid enumerated Articles, or the Sum of Fifty Pounds, in the whole, at the Election of the Person or Persons who shall sue for the same; and shall also suffer solitary Imprisonment in the common Gaol, or House of Correction of the County, wherein such Offender or Offenders shall be convicted, for the Space of three Months, and until the Penalty shall be paid, the whole Imprisonment for Non-payment of the Penalty not to exceed twelve Months. For the second, or any subsequent Offence, the same Penalty to be incurred with six Months Imprisonment for the Offence, and two Years for the Non-payment of the Penalty. The Penalties and Forfeitures to be for the Benefit of the Persons suing for the same; and the Ship, Vessel, Boat, Cart, Waggon, Carriage, Horses, or Beasts, on which the said Articles are carried, or conveyed to be exported, shall be liable to be seized, and shall become forfeited, for the Benefit of the Person or Persons who shall seize the same.

Sec. 10. This Clause not to extend to prohibit the Exportation of Tobacco-pipe Clay to our Sugar Colonies in the *West-Indies*, under the Regulations of 17 Geo. III. continued by subsequent Acts.

Sec. 11. Wool intended to be sent Coast-wise if it is carried to any Sea Port, or other Place on the Sea Coast, or other Woollen Articles before enumerated, must first be entered with the proper Officer of the Customs, at the Place from which it is intended to be conveyed to any other Port or Place in the Kingdom, and a Certificate of such Entry shall accompany it; otherwise, if found within five Miles of the Sea Coast, it shall be seized and forfeited, together with the Waggon, Cart, &c. conveying the same.

Sec. 12, 13, and 14. The foregoing Clause not to extend to Wool carrying from the Place of Shearing to the Owner's House, though within five Miles of the Sea, provided the Number of Fleeces, and the Place where it is to be housed, be certified to an Officer of the Customs, at the Port nearest to the Place where it is housed; and that it be not removed from thence, or otherwise disposed of, without Notice given in Writing, signed by the Owner, to the Officer or Officers of the Customs, of the Intention to remove, or otherwise dispose of the same. If there be no Port within five Miles of the Dwelling House of the Owner of the Wool, the Certificate, Notice, &c. may be given to a Justice of the Peace, or any Officer of his Majesty's Revenue nearest at Hand. Provided also, that in Case any Sheep shall be shorn between the *first* Day of March, and the *first* of July in any Year, for the sole Purpose of sending them to Market, it shall not be necessary for the Owner to certify the Quantity and Quality of the said Wool so shorn, and where the same is housed, until the General Shearing for that Season of the whole of the Flock or Flocks of Sheep belonging to him is finished for that Season, when he shall give an Account of the Quantity of Wool, and the Number of Fleeces shorn from the whole.

Sec. 15. It shall be lawful for any Person or Persons authorised and qualified as is herein after mentioned, to seize, take, and challenge to and for his own Use and Benefit, all such Wool, Woolfels, Mortlings, Shortlings, and other the aforesaid Worsted and Woollen Articles, Fuller's Earth, Fulling-Clay, and Tobacco-Pipe Clay; as he, or they shall happen to see, know, or discover, to be brought, carried, or laid on shore, at or near the Sea, or any navigable River, to the Intent or Purpose of being exported or conveyed out of the said Kingdom of *Great-Britain*, or out of the Isles aforesaid, contrary to the true Intent and Meaning of this Act; and the Offender or Offenders therein shall be subject and liable to the like Forfeiture, Pains, and Penalties, as Persons by this Act are subject to for exporting, transporting, or shipping of Wool, or the other Commodities before enumerated.

Sec. 16, 17, 18. Wool for the only Use and Behalf of the Inhabitants of the Isles of *Jersey*, *Guernsey*, *Alderney*, and *Sark* may be exported from the Port of *Southampton* only, under the following Regulations; Such Wool to be shipped on board Ships or Vessels the Owners whereof are at the Time, actual Inhabitants of the said Isles. And the Person or Persons shipping the same shall deliver to the proper Officers of the Customs at the Port of *Southampton*, a writing under

under the Hand and Seal of the Governor or Deputy-Governor of the said Isles respectively, specifying the Quantity of Tods of Wool to be exported; that the said Wool is to be used and manufactured in one of the said Isles, or in some of the Members or Parts of the same; and that the Party named therein is properly authorised and appointed to export, or cause the said Wool to be exported, and has given Bond to the King for the landing of the same in manner aforesaid.

The Quantity to be exported annually from the said Port of *Southampton* to the said Isles, in any one Year, accounting from the first Day of *January* last past, to the first Day of *January* in every succeeding Year, shall not exceed the Quantity hereunder specified; that is to say, unto the Isle of *Jersey* four thousand Tods of uncombed Wool, and no more; and to the Isle of *Guernsey* two thousand Tods; and to the Isle of *Alderney* four hundred Tods, and to the Isle of *Sark* two hundred Tods; each Tod of the said uncombed Wool, not exceeding Thirty two Pounds in Weight. And the Governors or their Deputies, (for whom they shall answer) shall not sign any Writing authorising the Exportation to the said Isles of any more than the Quantities specified as above. Also it is enacted that if any Custom-House Officer at the Port of *Southampton* shall permit more than the allowed Quantities to be shipped for the said Isles, he shall forfeit 50*ol.* and be discharged from his Office. And if the Governor or Deputy-Governor of any of the said Isles shall give, grant, or make out any Licence or Licences for exporting more than the aforesaid Quantities, he or they shall forfeit 20*ol.* for every Tod of Wool, so licenced to be exported, over and above the Proportions of Wool in and by this Act, or the true Meaning thereof, limited or appointed. One Moiety of the aforesaid Forfeitures to be for the Use of his Majesty; and the other Moiety for the Benefit of the Person or Persons suing for the same. One Shilling, and no more shall be paid to the Clerks, Officers, or Servants of the Governors for signing, sealing, and entering each Licence into Books to be kept for that Purpose.

No Wool nor any of the Woollen Articles before enumerated to be shipped <sup>Sec. 19.</sup> but in Ships, Vessels, or Boats belonging to natural-born Subjects resident in *Great-Britain*. Provided always, that this Act shall not extend to any Lamb-Skins ready dressed and prepared, fit and useful for Fur, or Linings.

Repeals so much of the Act of 9 and 10 *William III.* c. 40, as prohibits <sup>Sec. 20.</sup> Persons residing within fifteen Miles of the Sea, in the Counties of *Kent* and *Suffex*, from selling their Wool to other Persons residing at the same distance from the Sea, under the Penalty of Forfeiture; and enacts the free Sale of the same within the said Distances, upon giving the Notices of Housing and Removal, according to the true Intent and Meaning of Sect. 12 of this Act.

Wool laid up, or lodged within ten Miles of the Sea, within the aforesaid <sup>Sec. 21, 22, 23, 24.</sup> Counties, may be carried to any Town, Field, or Place, where a regular and established Fair shall be held for the Sale of Wool. Provided always that a Permit or Permits shall be taken out, from the proper Offices, previous to the Removal of such Wool, specifying the Quantity to be removed. The Purchasers of the Wool, sold at such Fairs, shall produce a Permit of the Quantities purchased, to the proper Officers attending the Fair, who shall grant a fresh Permit for the Removal of the same from the said Fair. And the Wool, remaining unsold, shall be returned to the House or Place from whence it was taken; and shall become subject and liable to the same Rules, Restrictions, and Laws, as it would have been, in Case it had never been moved, or taken to any Fair as aforesaid. Persons counterfeiting Certificates, Licences, or Permits, to forfeit Twenty Pounds, to any Person suing for the same.

Wool, or any of the before specified Woollen or Worsted Articles, removed <sup>Sec. 25, 26.</sup> or carried towards the Sea, within five Miles of the Coast, upon any Pretence whatever, between Sun-setting and Sun-rising, shall be forfeited; and may be seized, together with the Horses, Waggon, Cart or Carriage, for the Benefit of the Person or Persons seizing the same. And the Driver or Drivers, upon Conviction, shall be committed, for one Month, to the House of Correction. But this Clause not to extend to the Removal of Wool shorn that Day, from the shearing Place to the Dwelling or Store-house of the Farmer or Grower, although

such Removal shall be towards the Sea and within *five* Miles of the Coast thereof.

Sec. 27. Worsted Yarn not exceeding 14 *lb.* prepared for knitting, may be carried to retail Shops, provided it is directed to the Retailer to whom it is carried, and marked according to the Directions of the Act or Acts of Parliament requiring the marking thereof.

Sec. 28, 29, 30, 31. No Wool, Mortlings, Shortlings, Wool-Flocks, Worsted Bay, or Woollen Yarn, shall be packed up in any other Package otherwise than Packs or Truffles of Leather or Canvas, commonly called *Pack Cloths*, or in Linen or Woollen; and all such Packs or Truffles of Leather, Canvas, Linen, or Woollen, shall be stamped or marked on the Outside thereof with the Word *Wool*, in large Characters, not less than three Inches in Length; on Forfeiture, for Neglect of the same, of all such Wool, or other the *aforesaid* Articles, to the Person or Persons seizing the same; and also upon Forfeiture, by the Person or Persons to whom such Wool or other *aforesaid* Articles shall belong, of any Sum or Sums of Money, not exceeding one Shilling for every Pound Weight of such Wool, or other the *aforesaid* Articles so seized, to the Person or Persons seizing the same, as the Court or Justices before whom such Wool, or other the *aforesaid* Articles shall be condemned, shall direct: But this Clause not to extend to Worsted Yarn packed in Paper, according to the Regulations of Sect. 27. Justices are authorized to order any Wool, &c. seized for not being stamped or marked, to be returned to the Owner or Owners; but they shall not in any Case, mitigate the Penalty below *sixpence* for every Pound Weight.

Wool or other the *aforesaid* Woollen or Worsted Articles, not being packed according to the Regulations of this Act, shall be forfeited, together with a Penalty of *three* Shillings for every Pound Weight. And Persons packing Wool, &c. contrary to this Act, or assisting therein, shall be subject and liable to all the Penalties incurred by Exporters of Wool, and the other Articles prohibited to be exported. But Persons assisting in such illegal Package, giving Information of the Master-Packers, or Master-Packers discovering their Employers, shall be entitled to the Wool, &c. so seized and condemned; and the Employers alone shall be liable to the Penalties on Exporters of Wool.

Sec. 32, 33. And whereas great Quantities of Wool are frequently lying at the publick Wharfs in different Ports of *Great-Britain*, which Wool being under no Control of the Commissioners of the Customs, or their Officers, evil disposed Persons may, in the Night-time, put the same on board Vessels ready for sailing to foreign Parts; and also in many Cases, where Wool is regularly entered to be put on board Vessels bound Coastways, it is easy to put on board such Vessels in the Night-time, a larger Number of Packs of Wool than have been duly entered for that Purpose, and which, by being concealed under such Packs as have been duly entered, cannot easily be discovered, and which Wool may, after the said Ships have proceeded some Way on their intended Voyages, be put on board other Vessels bound to foreign Parts; for Remedy thereof, it is enacted, that every Person or Persons who shall keep any Wharf for the Reception of Wool, in or at any Port of *Great-Britain*, shall enter into a Bond to the Use of the King's Majesty, his Heirs and Successors, under the Penalty of *Two Hundred Pounds*, not to ship any Wool illegally; and to keep a regular Entry and Account of the Quantity of Bags or Cloths of Wool by them received and delivered; with the Time when, and the Names and Residence of the Persons from whom such Wool was so received; and to whom such Wool was so delivered, with the Marks and Numbers upon the Sheets, and the Weight of such Wool; a Copy of which Account shall be delivered to the principal Officers of the Customs, at the Port at which such Wharfingers shall reside, at the End of every *six* Months, and oftener, if the same shall be required by such Officers. And if any Wharfinger shall refuse to enter into such Bond, within *six* Months after the passing of this Act, or hereafter within one Month of any Person or Persons beginning to keep any such Wharf, they shall forfeit and pay the Sum of *Two Hundred Pounds*, to the Person or Persons who shall sue for the same; and in Case such Wharfinger or Wharfingers shall refuse to keep and deliver the Accounts above required to be kept and delivered, or shall be convicted of



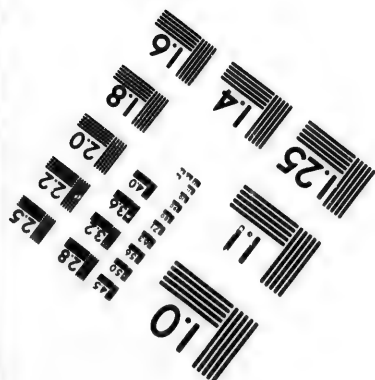
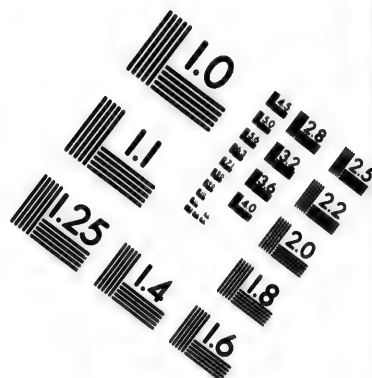
of keeping or delivering a false Account, every such Wharfinger shall, for every such Offence, forfeit and pay the Sum of *Fifty Pounds*, to be paid to the Person or Persons suing for the same; and the Informers against Wharfingers shipping Wool illegally shall, upon their Conviction, be intitled to *Forty Pounds*, for every Offender. Wharfingers shall give an account to the proper Officer, of any Wool received by land Carriage, or inland Navigation, within *seven Days* after the Receipt thereof, under a Penalty of *Ten Pounds* for every Neglect.

And the better to prevent any fraudulent Exportation of Wool, or any of the before mentioned Woollen or Worsted Articles prohibited by this Act, to be exported, under the Pretence of carrying the same Coastwise in the Kingdom of Great-Britain; no Wool nor any of the said Articles shall be put on board any Ship, Vessel, or Boat, to be carried Coastwise, or from one Port to another, unless Notice be first given to the Commissioners or chief Managers of the Customs, or to the Customer, or Collector and Comptroller of the Customs, at the Port from which the same is intended to be sent, of the Quantity, Quality, and Package, together with the Marks, Numbers, and Weight thereof, with the Name of the Ship, and Master or Commander, on board of which such Goods are to be laden, together with the Name or Names of the Owner or Owners of the said Goods, and the Place of his or their Abode or Habitation, and the Place and Port at which the same are intended to be landed, and the Name of the Person or Persons to whom the same are consigned; and also unless a Bond be first entered into to the Use of the King's Majesty, his Heirs and Successors, by two good and sufficient Persons, in treble the Value of the said Goods so intended to be carried Coastwise, that the same shall (the Danger of the Seas excepted) be landed accordingly which said Bond shall be executed by the Owner or Owners of the said Goods, or some Person or Persons by him, her, or them, appointed to execute the same, and which Execution shall be deemed to be the Act of such Owner or Owners, or Shipper or Shippers thereof; which said Shipper or Shippers, if acting as Agent, or having sold such Goods to any Person or Persons, shall and may sue for and recover, of or from the Proprietor or Proprietors of the Goods so shipped, all such Sum and Sums of Money as such Shipper or Shippers shall or may pay, expend, or be put unto, without their wilful Default or Negligence, for or by Reason of his, her, or their entering into such Bond or Bonds; and in Case any such Bond or Bonds shall be so entered into for any Wool, or any other the Articles aforesaid, being the Property of different Persons, then such Owner or Owners, or Person or Persons for whose account such Bond was so entered into, shall be accountable for his, her, or their Share of the Money so expended, in Proportion to the Amount of such Goods so shipped; and also unless a Licence be first taken out under the Hands of the Commissioners or chief Managers of the Customs for the Time being, or any three of them, or from the Customer, or Collector and Comptroller of the Customs where any such Bond was given, for the lading, carrying, and landing thereof, as aforesaid, which Licence they are hereby required to grant without any Fee or Reward, or any other Charge, to the Person demanding the same. And if any Wool, &c. be not shipped to be carried Coastwise according to the Directions of this Act, it shall be forfeited, together with the Ship, Vessel or Boat, and all the Guns, Ammunition, Tackle, Apparel, and Furniture belonging thereunto.

Wool, the Produce of any of the *Islands of Scotland*, may be carried from one Part to another of the *Islands*, or from the *Islands*, to the main Land of *Scotland*; and shall not be subject to the Restrictions and Regulations contained in the foregoing Sections of this Act, respecting the carrying of Wool Coastwise. Provided always that this Exemption shall not authorise the carrying such Wool, and other the aforesaid recited Articles to open Sea, but under such Restrictions and Regulations as are herein for that Purpose mentioned and expressed.

The Customer, or Collector and Comptroller of his Majesty's Customs at the Port where any Wool, &c. is shipped to be carried Coastwise, shall, immediately on the Clearance of such Ship at such Port, transmit a Notice in Writing, setting forth the Quantity, Quality, and Package of such Wool, &c. together with the





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the Marks and Numbers thereof, the Name of the Ship, and of the Master or Commander thereof, to the Customer, or Collector and Comptroller of the Customs at the Port to which such Wool, &c. are intended to be conveyed; under the Penalty of *ten Pounds*, to be paid by the Officer neglecting to transmit such Notice, to the Person who shall inform against such Officer. And the Bonds herein-before directed to be given, on shipping the said Wool and other Articles aforesaid, shall not be discharged until a Certificate under the Hand and Seal of the Customer, or Collector and Comptroller of the Port or Place in *Great-Britain* where the same was landed, shall be produced to and left with the Person or Persons in whose Possession such Bond shall be kept at the Custom house of the Port from whence the said Wool and other Articles were shipped. And the proper Officer at the Port of landing is to transmit such Certificate within *seven Days*, after the landing thereof, to the proper Officer at the Port from whence they were shipped, under the Penalty of *ten Pounds*, to be paid by the Officer neglecting to transmit the same, to the Person or Persons informing against him. The Collector or Comptroller of the Customs at the Port, where such Wool &c. is duly landed, shall grant and deliver another Certificate to the Master or Commander of the Ship from which the same shall be landed. If Bonds are not discharged within six Months, they shall be sent to the Commissioners of the Customs; and if Wool, &c. shipped at any Port, shall not be landed at the Place to which it is consigned within a reasonable Time, Notice thereof shall be transmitted to the Officers of the Customs at the Port where it was shipped, who shall make proper Enquiries without Delay, in what Manner the said Wool or other Articles have been disposed of.

Sect. 37, 38,  
39, 40.

No Wool, or any other the said herein before enumerated Articles, Fullers Earth, Fulling Clay, or Tobacco-pipe Clay, shall be shipped on board any Ship or Vessel bound to Parts beyond the Seas, on any Pretence whatsoever; under the Penalty of Forfeiture, for the Benefit of the Person or Persons who shall inform thereof, of all such Goods, and also of such Ship, Vessel, Bottom or Boat, on which such Goods shall be so laden, or put on board, and all the Guns, Ammunition, Tackle, Apparel, and Furniture thereunto belonging. And, moreover, the Master or Commander of such Ship or Vessel, &c. shall, in such Case, be deemed the Exporter thereof, and shall be subject and liable to the Pains and Penalties in such Case made and provided; unless such Master or Commander shall and do, immediately upon his being apprehended, discover and make known the Person or Persons who actually shipped such Goods, and enter into a Recognizance with two sufficient Sureties, before some Justice of the Peace for the County, City, Borough, or Place, in or at which such last mentioned Goods shall be discovered, to prosecute and give Evidence against such Shipper, so as he may be convicted thereof.

Masters of Vessels not regularly clearing out for Foreign Ports, as well as all Persons on board, privy to any illicit Transaction against this Act, shall be liable to all the Pains and Penalties of Exporters of Wool, &c. But any Person on board, except the Master, immediately on his, or her being apprehended giving Information thereof, so as the Master may be convicted, shall be intitled to a Reward of Forty Pounds, and shall not be liable to the Pains and Penalties he or she would otherwise have incurred.

Masters of Ships, &c. and Drivers of Carts, &c. shall be exempt from Punishment, or Forfeiture of their Vessels, Carts and Horses, if it is proved, from the Smallness of the Quantity that they were not privy to Wool, &c. being on board, or in such Carriages, &c. But the Wool, &c. so found on board, or laden on such Carriages, or Beasts of Burthen, shall be forfeited to the Person or Persons who shall find, discover, and seize the same.

Sect. 41.

The Officers of the Customs, at all the Ports in *Great-Britain*, shall keep a Register of all Wool, &c. sent Coastwise, and transmit a Copy thereof Half-yearly to the Commissioners of the Customs at *London*; where the Register may be inspected by any Person or Persons whomsoever, on paying *one Shilling*, and Copies shall be transmitted annually to all the Custom-houses in the Kingdom, where they may be examined for the same Fee.



If Wool shipped to be carried Coastwise, be unpacked on board, the Master Sec. 42. of the Vessel shall forfeit *Forty Shillings* for every Bag so unpacked, unless he makes Oath before a Justice of Peace, upon his Arrival at the delivering Port, that it was done from absolute Necessity.

Wool to be carried Coastwise shall be shipped and landed in the Presence of an Sec. 43, 44. Officer at the respective Ports, and at lawful Quays; under the Penalty of Forfeiture of the Wool, and Payment of *three Shillings* for every Pound Weight. Cocquets and Certificates for carrying the said Wool, &c. Coastwise, to be written on Paper, and not Parchment, and signed by three or more of the chief Officers of the Ports of shipping and landing, and the exact Weight of the Wool (weighed in their Presence) shall be expressed therein, together with the Marks, Numbers, &c.

Persons insuring the Conveyance of Sheep, Wool, or other the before enumerated Sec. 45, 46, 47, 48. Articles, to foreign Parts, are liable to the same Penalties as the Exporters. Persons paying for such Insurances are liable to the like Penalties, and to forfeit the Articles insured, to the Person or Persons who shall sue for the same. Any Person concerned in such Insurance, upon giving Information to the Commissioners of the Customs, shall be acquitted of the Offence, and shall have the Sheep, Wool, &c. so insured, for their own Use and Benefit. Also, if the Informant be insured, he shall receive back his Insurance Money or Premium, provided he is the first Discoverer, and gives the Information within the Space of six Months. And the Policies of such Insurances are declared to be null and void.

It shall be lawful for the Master, or Commander, or any other commissioned Sec. 49, 50. or deputed Officer of any of his Majesty's Ships or Sloops, in any Port, Creek, or Road, or in the open Seas, within the Limits of the Station which shall be assigned to any such Ships or Sloops, and he is hereby required to enter and search, or cause to be entered and searched, any Ship, Vessel or Boat; and if upon such Search any Sheep, Wool, or any other of the said Articles hereby prohibited to be exported, shall be found therein, and the Master or Commander of such Ship, Vessel or Boat, shall not immediately produce a lawful Cocquet or Warrant, licensing such Articles to be carried Coastwise, or to the aforesaid Isles, or some of them, such Commander is hereby directed to take and seize such Ship, Vessel or Boat, and to carry the same, together with the Crew and Cargo thereof into some Port in Great-Britain, and there deliver the same into the Custody of the Collector and Comptroller of such Port.

And all the Wool, and other the said Articles, so found and seized, shall be lodged in the King's Warehouse in such Port, into which the same shall be brought, and condemned according to Law, and being so condemned shall be publicly exposed to Sale, after *sixty* Days publick Notice being given in writing at the Custom-house of the said Port, and on the *Royal Exchange of London*, by Inch of Candle, to the last and best Bidder; and such Ships, Vessels or Boats, that shall be so seized, and which are hereby declared to be forfeited, and which shall be condemned as aforesaid, shall, together with all their Guns, Tackle, Furniture and Apparel, be exposed to Sale in like Manner; and the Produce of the said Sales, after deducting the Expences of the Prosecution and Condemnation, shall be divided in Manner following; that is to say, one *third* Part thereof to the Commander or Commanders, one *third* to the Officers of the Ship or Ships, Sloop or Sloops, that took the same, and the remaining *third* Part to the Mariners belonging to such Ships, &c. to be equally divided and paid amongst the said Mariners by the Collectors of the said Port, or such Person or Persons as shall be authorized to pay the same; and if such Seizure shall be made upon the Information of any Person or Persons, not being a Mariner on board such Ships or Sloops, so appointed to cruise and search, such Informer or Informers shall not only be indemnified from the Pains, Penalties, and Forfeitures, to which Exporters of the aforesaid prohibited Articles, their Aiders and Abettors, are liable, but shall also receive one *third* of the Produce of such Sales; and the Residue thereof shall be divided and distributed in Manner as is before directed.

Sect. 51.

Every Commander of such Ship or Sloop, neglecting his Duty by this Act required, shall lose and forfeit all Pay and Wages due to him, and suffer six Months Imprisonment; and be for ever incapable of serving his Majesty in any Office in the Navy, Customs, Excise, or Salt Duties; and any Person or Persons giving Information against any such Commander for neglecting his Duty, shall, on the Conviction of such Offender, be entitled to receive the Sum of *Forty Pounds*, to be paid to such Informer or Informers immediately after such Conviction, by the Commissioners of the Customs, Excise, or Salt Duties, or other of his Majesty's Revenue Officers.

Sect. 52, 53.

In Order to prevent collusive Seizures and Agreements and fraudulent Practices, it shall not be lawful for any Person or Persons, (except an Officer of his Majesty's Customs, Excise, or Salt Duties) who shall have Cause to suspect that any Sheep, Wool, or any of the before enumerated Articles, is or are carrying or conveying contrary to the Directions and true Intent and Meaning of this Act, to examine or seize such Sheep, Wool, &c. other than together and in Company with a Constable, or other Officer of the Peace, who are hereby required, on Application being made to him or them, immediately to attend the Person or Persons applying for such Assistance. And in Case any such Constable or other Peace-Officer, upon Application made to him for that Purpose, shall neglect or refuse to attend any Person or Persons making such Application, every such Constable or other Peace-Officer, upon Conviction thereof, shall forfeit and pay the Sum of *Twenty Pounds*, one Moiety thereof shall go to the Person or Persons suing for the same, and the other to the Poor of the Parish or Place where the Offence shall have been committed.

Sect. 54.

And to prevent any Dispute relating to the Authority of any Person or Persons, acting as an Officer or Officers of the Customs, Excise, or Salt Duties, in this Kingdom, for putting in Execution this Act; be it further enacted, that every Person who, by Deputation, Commission, or other Instrument, under the Hands and Seals of the Commissioners of the Customs, Excise, or Salt Duties, in this Kingdom, or the Isles aforesaid respectively, shall be appointed to act as an Officer or Servant under them, for putting this Act in Execution, shall be esteemed an Officer of the Customs, Excise, or Salt Duties respectively, to all Intents and Purposes whatsoever.

Sect. 55.

If any Officer of the Revenue, or any other Person or Persons, shall, directly or indirectly, make any collusive Seizure, or Information of any of the aforesaid Articles hereby prohibited from being exported; or any fraudulent or collusive Agreement whatsoever, whereby the Owner or Claimer thereof, their Agents or Servants, or any Offender or Offenders against this Act, may avoid the Forfeitures, Penalties, and Punishments, or any Part thereof incurred or inflicted by this Act; he, she, and they shall, upon Conviction, be subject to the like Penalties as are herein-before directed to be incurred by the Exporter of Wool, &c. And Persons not concerned in such collusive Seizures or Agreements, who shall *first* make a discovery thereof to the Commissioners of the Customs, shall be entitled to the Benefit arising from the Proceedings had thereon. And any Person actually concerned in such collusive Seizures or Agreements, who shall *first* discover his Offence to the Commissioners of the Customs, within three Months after the said Offence shall have been committed, and so as one or more of his Accomplices therein be convicted thereof, shall not only be acquitted and discharged thereof, but shall, as a further Encouragement, have and receive the Sum of *Forty Pounds* to be paid by the Commissioners of the Customs on the Conviction of such Offender or Offenders; provided always that such Informer or Informers be not an Officer of his Majesty's Revenue, or Owner of the Goods.

Sect. 56, 57.

Persons opposing any Person or Persons putting this Act in Execution, and obstructing, molesting, wounding or beating them, or going disguised and armed with offensive Arms or Weapons, and attempting to hinder the Seizure of Sheep, Wool, &c. carrying towards the Coasts, or actually put on board any Ship, Vessel, or Boat, to be exported contrary to the Intent and true Meaning of this Act; or who shall rescue, or attempt to rescue, Sheep, Wool, &c. which shall have been seized according to the Directions of this Act, by Night or by Day, by

Land or by Water, shall, on Conviction of any such Offences, be sentenced by the Court before whom they shall be tried, to be transported to some Place beyond the Seas, for such Term or Terms as such Court shall think fit, not exceeding *Seven Years*; and if any such Offender or Offenders shall return into *Great-Britain* before the Expiration of the Term for which they were transported, upon Conviction thereof, they shall suffer Death as Felons.

Persons offering, or promising Bribes to Custom-house Officers, or other Persons, to connive at, or permit the Exportation or the Concealment of any Sheep, Wool, &c. or the Removal thereof, contrary to the Directions of this Act, shall forfeit and pay the Sum of *Three Hundred Pounds*, to be recovered and applied to the Use of him, her, or them, who shall inform or sue for the same, by Action of Debt, Bill, Plaint, or Information in any of his Majesty's Courts of Record, at *Westminster*. Sec. 57, 58.

Officers of the Customs, Excise, and Salt Duties, neglecting the Duty by this Act required, or compounding for any Ship, Vessel, or Boat, which are by this Act directed to be forfeited, shall be deemed Aiders and Abettors in the Exportation of Sheep, Wool, &c. and shall suffer the Punishment herein enacted against the Exporters thereof.

Bonds taken, or to be taken, in Pursuance of this Act, shall not be chargeable with any of the Duties upon stamped Vellum, Parchment, or Paper; any Law or Statute made, or to be made, to the contrary notwithstanding. Sec. 59.

In all Prosecutions for Offences committed against this Act, the Proof that the Sheep, Wool, &c. are not of the Breed, Growth, and Produce of this Kingdom, shall lie upon the Defendant or Defendants. Sec. 60, 61, 62, 63, & 64.

Prosecutions upon this, or upon the said recited Acts of 9 and 10 of *William III.* may be commenced in any of his Majesty's Courts of Record at *Westminster*; or in the Court of Exchequer in *Scotland*; or in any Court of Oyer and Terminer, Great-Session, or Gaol-Delivery; or at the Quarter-Session of the Peace; or before any two Justices of the Peace for any County, City, or Place, in the Kingdom, in a summary Way, at the Election of the Seizer or Informer.

But no Prosecution or Information shall be had, commenced, or proceeded upon, before any two Justices of the Peace, in a summary Way, where the Seizure, Penalty, or Forfeiture, then claimed, shall exceed in the whole the Sum of *Two Hundred Pounds*.

Justices assembled at any Quarter-Session, and also such aforesaid two Justices of the Peace, are empowered to order all such Ships, Vessels, Goods, Carriages, and Cattle, as shall be by them declared to be forfeited, and which shall have been seized by Virtue of this, or the said recited Acts, to be publickly sold to the highest Bidder; and shall by their Warrant or Order levy the Penalties and Forfeitures incurred by any Offender or Offenders against this Act, by Distress and Sale of the Goods and Chattels of such Offender or Offenders.

One clear Moiety of the Seizures, Penalties, and Forfeitures (except the Penalties of the Bonds) by this Act directed to be inflicted upon Offenders against the same (except such as are by this Act otherwise directed and applied) shall, when recovered, be paid and applied to such Person or Persons who shall give such Information to any Officer of his Majesty's Customs, Excise, or Salt Duties, as may be the Means of recovering the same; and after deducting the Expences of recovering such Penalties, the Remainder of the other Moiety shall be paid to the Officer or Officers assisting in making any such Seizures; but in Case any Officer or Officers of his Majesty's Customs, Excise, or Salt Duties, shall make any of the Seizures herein-before directed, without Information, then after deducting the Expences of Recovery, the Remainder of such Produce shall be paid to the Officer or Officers seizing the same.

It shall and may be lawful for all Officers of his Majesty's Customs, &c. Constables and other Officers of the Peace; and all Persons acting in their, or any of their Aid and Assistance, to stop, arrest, and detain all and every the Person or Persons who shall be found actually exporting, or attempting to export any Sheep, Wool, &c. or who shall be aiding, abetting, or assisting in the exporting, or attempting to export the same; and him, her, and them, to carry and convey before one of his Majesty's Justices of the Peace, near to the Place where the Sec. 65, 66.

the Offence shall be committed; and the Justice or Justices, if he, or they see Cause, shall commit the Person or Persons so brought before him or them, to the County Gaol or House of Correction, until the next General Quarter-Sessions of the Peace, then to be tried and dealt with as by this Act is directed.

Persons, conveying Offenders so arrested before Justices of the Peace, shall enter into Recognizances, in the Sum of *Forty Pounds* to appear, and prosecute them at the next Quarter-Sessions.

Sect. 67, 68. In Case the Goods and Chattels of Offenders are not sufficient to pay the Penalties incurred, Justices of the Peace may commit such Offenders to the Common Gaol, or House of Correction of the County or Place where the Offence was committed, for three Months, unless the whole of the Penalty shall be sooner paid.

But if an Offender before his Commitment to Prison can find two sufficient Sureties for the Payment of the Penalty, he shall be admitted to Bail; and in Case of Non-payment at the Time stipulated, the Offender and his Sureties, shall, and may be lawfully committed to the common Gaol, for the same Term of three Months, or till the Penalty and Costs be paid.

Sect. 69, 70, 71. Appeals may be made from the Decisions of any Justice or Justices of the Peace, to the Quarter-Sessions, if the Offender gives Notice in Writing to the Informer of such Appeal, and enters himself with two sufficient Sureties into Recognizances to appear and prosecute such Appeal, and to abide by the Decision of such Court; and in Case the Judgement, Determination, or Conviction so appealed against, shall be affirmed, he shall pay double Costs, to be ascertained by Order of the same Court. Upon every Information to be made under this Act, upon Oath, Justices of the Peace are empowered to summon and examine Witnesses, who are hereby required to attend and give Evidence accordingly.

Sect. 74, 75. All Actions and Informations, which shall be commenced in Virtue of this Act in any of his Majesty's Courts of Record, shall be tried by a Jury of good and lawful Freeholders, to be summoned out of any other County than that wherein the Fact shall have been committed.

All Prosecutions for Offence against this Act to be commenced within the Space of three Years next ensuing the Offence committed.

Sect. 78. The first three Persons who have actually been concerned in Exporting of Sheep, Wool, or any of the Articles before recited, who, after their Return into the Kingdom of *Great-Britain*, or within three Months after their Knowledge thereof, shall give Information to any Justice of the Peace, whereby the Punishment and Penalties of this Act may be inflicted or recovered, shall be exempt from the Penalties and Punishments they had incurred by aiding and abetting such Exportations; provided always, that the Parties making such Discovery are not Owners of the Sheep, Wool, or other Articles that have been exported. Owners of Ships or Vessels, and the Masters, Commanders, or Mariners, who have been aiding or assisting in loading any Ship, Vessel, or Boat, knowing of such Exportation, who upon their Return shall give the first Information thereof to the Barons of the Exchequer, or to the head Officer of any Port where they shall first arrive, or to any Justice or Justices of the Peace, upon Oath; and shall further enter into Recognizances in the Sum of *Forty Pounds* each, with two sufficient Sureties, personally to appear and give Evidence of the same; then such Owners, Masters, Commanders, and Mariners shall not be liable to the Penalties or Forfeitures in this Act; but shall be, and are hereby enabled to recover and receive such Benefit and Advantage as is appointed to be received and allowed by this Act, on Conviction of such Offenders.

Sect. 79. And whereas an Act of Parliament was passed in the *Twenty-third* Year of the Reign of King *Henry* the Eighth; "*For the winding of Wool*," whereby it was enacted, that "from thenceforth no Manner of Person or Persons do wind, or "cause to be wound, any Fleece of Wool being not sufficiently rivered or washed, "nor wind, nor cause to be wound, within any Fleece, Clay, Lead, Stone, Sand, "Tails, deceitful Locks, Cots, Cols, Comber, Lamb's Wool, or any other "Thing, whereby the Fleece might be made more weighty, to the Deceit and "Loss of the Buyer, upon Pain, the Seller of any such deceitful Wools to forfeit "for every such Fleece, *Six-pence*, the one Moiety, to the King, the other to the Finder

" Finder and Prover of such Deceit." And it was provided in and by the said Act, that " the same Act concerning rivering and washing of any Wool, should not in any wise extend to any Shire or Shires, the Inhabitants whereof had not customably used before that Time, to river or wash their Sheep afore they were shorn, nor should in any wise be hurtful or prejudicial to any Person or Persons that had used customably to sell their Wool by Tale or Number of the Fleeces, and not by Weight; any Thing in the said Act to the contrary notwithstanding." Which said Statute was made perpetual in and by another Act of Parliament, passed in the *Thirteenth Year of Queen Elizabeth*, intituled, "*An Act for reviving and Continuance of certain Statutes*"; and whereas the said laws have not now the good Effects thereby proposed and intended, by Reason of the said Penalty being so small, and one Moiety thereof being directed to be paid to the King, and the great Expence attending the recovery of the same," be it therefore enacted, that from and after the passing this Act, every Person and Persons offending against the said last-mentioned Acts, shall, in Lieu of every *Six-pence*, which by the said Acts, or either of them, might be recovered, forfeit and pay the Sum of *two Shillings*, the whole whereof shall be paid to the Finder or Prover of the above-mentioned Deceits; and the Offences against the said Acts, or either of them, from henceforth shall and may be proceeded upon, heard, and determined by and before any one Justice of the Peace, residing at or near the Place where such Offence or Offences shall be committed, in a summary Way; and such said Justice of the Peace shall be, and he is hereby empowered to cause the respective Person or Persons, against whom any such Information shall be laid, to be summoned at a certain Time and Place to be fixed by such Justice, and he is hereby authorised, empowered, and required, upon the Appearance or Default of such Person or Persons, to examine into, and give Judgement in the Premises.

Justices are empowered to discharge ill founded Complaints, if it appears to their satisfaction, that no Fraud was intended; but that the Clay, Sand, or Earth, found on the Fleeces, became mixed or connected with the same, by Reason of the necessary pasturing, folding, or keeping of the Sheep, subsequent to the rivering or washing of them. The Penalties incurred for, or in Respect of, the false winding of Wool, or the selling or disposing thereof, if not paid within three Days after Conviction, shall be levied by Distress, by Warrants under the Hands and Seals of the Justices. Sect. 80, 81, and 82.

Persons complained of for selling Wool, deceitfully wound, may, if it was done without their Privity, require the Appearance of the Person or Persons who wound the same, before the Justices, who shall determine, with whom the Offence lies, and act accordingly.

Persons, thinking themselves aggrieved by the Decision of any Justice of the Peace, may appeal to the next Quarter-Sessions of the Peace. But no Conviction shall be set aside for Want of Form, or through the mistaking of any Fact, Circumstance, or other Matter whatsoever; provided the material Facts alledged in such Conviction, or Judgement, and upon which the same shall be grounded, be proved to the Satisfaction of the Court. Sect. 83, 84.

And whereas by an Act of Parliament passed in the *Twenty-seventh Year of King Edward the Third*, intituled, "*The Officers of the Staple and Merchants repairing to it, shall be sworn to maintain the Staple and the Laws and Customs of it*," it was ordained, that a certain Number of Winders of Wool, and other Officers therein mentioned, be sufficiently ordained for the Place where the Staple is, and they and the Correctors, and all Manner of Officers of the Staple, besides the Constables, shall be sworn before the Mayor of the Staple, that they lawfully shall execute their Office, without Fraud or Deceit: And whereas all Winders, now to be sworn, do repair to the Mayor of the Staple at *Westminster*, for the Purpose of being so sworn, whereby the Persons so desirous of being sworn are subjected to great Expence and Inconvenience; be it therefore enacted, that it shall and may be lawful for the Justices of the Peace, who shall hereafter be assembled at any General Quarter-Sessions of the Peace, within the Kingdom of *Great-Britain*, or any Adjournment thereof, and they are hereby empowered and required to administer to every such Person as shall be desirous of becoming a Sworn Winder of Wool, Sect. 85, 86.



and shall produce a Certificate under the Hands of any two Growers of Wool, testifying to the Satisfaction of such Justices, that such Person is properly qualified to become a Sworn Winder of Wool, an Oath to the following Purport and Effect; that is to say,

*I A. B. do fear that I will truly and justly, without Deceit, wind and fold all and singular the Wool which I shall take upon me to wind and fold, without leaving or putting any Clay, Lead, Stones, Sand, Tails, deceitful Locks, Lamb's Wool, or any other Thing, whereby the Fleece may be made more weighty, to the Deceit and Loss of the Buyer; and that I will not use any other Deceit, Craft, Guile, or Fraud, in the winding or folding of any such aforesaid Wool.*  
So help me GOD.

An Entry of the administering and taking of which Oath shall be made in the Records of the said Session, and a Certificate thereof shall be delivered by the Clerk of the Peace, or other proper Officer, to the Person or Persons who shall have taken the same. Provided always, and be it enacted; that nothing herein contained shall be construed to hinder or prevent any one from employing any Person in winding or folding of Wool, although such Person or Persons shall not have been sworn in Manner before mentioned.

**Sect. 87, 88.** No Prosecution shall be commenced for any Offences committed against any Acts now in Force, before the *first* Day of May, 1788. And a general Pardon is hereby extended to all Persons in Prison, and Fugitives beyond the Seas, for former Offences. Also his Majesty's Share of Fines now due, or which may become due in any Prosecution now pending, shall be remitted; and all Persons against whom any Process of Outlawry hath been sued out, for the Matters aforesaid, may be at Liberty to apply, by Motion, to the Court out of which such Process issued, to set aside, or reverse the same.

**Sect. 89, 90.** If any Person or Persons, who shall claim the Benefit of this Act, shall commence any Prosecution against any Officer of his Majesty's Customs, Excise, or Salt Duties, or against any Person or Persons, who shall have been aiding and assisting them, for any Matter or Thing done by them, by reason of any Offence committed by the Persons claiming the Benefit of this Act; the Officers or other Persons so prosecuted may plead the general Issue, and give the special Matter in Evidence; and shall recover Costs of Suit against the Person or Persons so bringing or commencing such Action or Prosecution. But,

Nothing in this Act shall be construed to extend to the Discharge or Release of any Seizures of Sheep, Wool, &c. or of any Ships, Vessels, Boats, Horses, Waggon, Carts, &c. under any Act or Acts of Parliament now in force against the Exportation of live Sheep, Wool, and the other before enumerated Articles; nor to the Discharge and Release or Acquittal of any Fines which have been actually levied, or may become due in Consequence of any Suit now depending, to any Officer or other Person suing for the same under the Directions of the said Act or Acts.

**Sect. 91.** Any Action, Suit, or Information, that shall be commenced, brought and prosecuted on Account of the Seizure of any Sheep, Wool, &c. or of any Ship, Vessel, Boat, Cart, Waggon, &c. or for any Matter, Cause, or Thing done, or executed by Virtue of this Act, or any Clause or Article herein contained, shall be commenced within six Months after the Fact, and not afterwards; and shall be laid in the proper County where the Fact was done or committed. And the Person or Persons so sued may file common Bail, or enter a common Appearance, and plead the general Issue, not guilty; and may give this Act, and the special Matter in Evidence at the Trial; and that the same was done in Pursuance and by the Authority of this Act. And if a Verdict is given for the Defendant or Defendants, the Plaintiff or Plaintiffs shall pay *treble* Costs. But, though a Verdict shall be given for the Plaintiff or Plaintiffs, they shall not be intitled to above *two* Pence Damages, nor to any Costs of Suit, if the Court or Judge, before whom the Cause was tried, shall certify on the said Record, that there was a probable Cause for such Seizure; nor shall the Defendant be fined above one Shilling; but the Effects seized shall be restored to the Plaintiffs.

**24 Geo. III. C. 2.** Prohibits the Exportation of *British* Hare Skins, *British* Hare Wool, and *British* Coney Wool.

No Wool shall be shipped from *Ireland*, but from *Dublin, Waterford, Youghall, Kinsale, Cork, and Drogheda*. <sup>1 Will. and Mar. C. 32.</sup>

For every Ship which shall sail from *Ireland*, in order to export any of the Commodities aforesaid to this Kingdom, Bond shall be given by two known Inhabitants of or near the Place, to the chief Officers of the Customs belonging to the Port in *Ireland*, in double the Value of the Goods, before the Ship shall be permitted to lade any of the Commodities aforesaid, with Condition, that if the Ship shall take on board any of the said Goods in *Ireland*, all the said Goods shall be brought by the same Ship to some Port in *England or Wales*, and shall there be unladen, and pay the Duties thereof (the Danger of the Seas excepted) and every Ship which shall lade any of the said Goods, until such Bond be given, shall be forfeited as aforesaid. <sup>10 and 11 Will. III. C. 10. S. 5.</sup>

All such Goods, exported from *Ireland* into this Kingdom or *Wales*, shall be shipped off at the Ports of *Dublin, Waterford, Youghall, Kinsale, Cork, and Drogheda*, and from no other Port; nor shall be imported into any Parts of *England or Wales*, other than *Bideford, Barnstable, Minehead, Bridgwater, Bristol, Milford-Haven, Chester and Liverpool*. <sup>Ditto, S. 10.</sup>

It shall be lawful to import from any of the aforesaid Ports in *Ireland*, any Wool, &c. into such Ports of this Kingdom as aforesaid; so as Notice be first given to the Commissioners of his Majesty's Customs in this Kingdom, or to the Customer or Collector in the Ports to which the same is to be brought, of the Quantity, Quality, and Package, with the Marks and Numbers thereof, the Name of the Ship and Master, and the Port into which they are to be imported, and so as Bond be first entered into, to the Use of his Majesty, with one or more Sureties, in treble the Value of the Goods, that the same shall (Dangers of the Seas excepted) be landed accordingly, and so as a Licence be first taken, under the Hands of the Commissioners of the Customs, or from the Customer or Collector, where such Bond is given for the landing thereof, which Licence they are to grant without Fee. <sup>Ditto, S. 14.</sup>

All Actions and Informations which shall be prosecuted, by Virtue of any Act, for preventing the Exportation of Wool, or Woollen Manufactures, from *Ireland*, shall be tried in any of the four Courts at *Dublin*, by a Jury of Freeholders, to be summoned out of any other County, than that wherein the Fact was committed; and the first three who have been assisting in exporting of Wool or Woollen Commodities, who shall inform any Justice of Peace thereof, whereby the Punishment may be inflicted, such Discoverer (not being the Owner or Part-Owner thereof) shall not suffer any of the Punishment. <sup>3 Geo. I. C. 21. S. 5.</sup>

All such Wool, and other the Commodities mentioned in 10 and 11 Will. III. Ditto, S. 21. Cap. 10. which shall be carried or laid on Shore near the Sea, or any navigable River, to the Intent to be exported out of *Ireland*, contrary to that Act, shall be forfeited, and the Offender shall be liable to the like Penalties, as Persons by that Act are subject to for exporting of Wool, &c.

The Commissioners for executing the Office of Lord High Admiral of Great-Britain shall appoint three Ships of the sixth Rate, and eight or more armed Sloops, constantly to cruize on the Coast of Great-Britain and *Ireland*, with Orders for seizing all Vessels in which any Worsted, Bay, or Woollen Yarn, or any Drapery Stuffs, or Woollen Manufactures, made up or mixed with Wool or Wool-Flocks, shall be exported or laden from *Ireland* into foreign Parts, &c. <sup>5 Geo. II. C. 21. S. 11.</sup>

All Wool, and Woollen or Bay Yarn, Woolfels, Shortlings, Mortlings, Wool-Flocks, Worsted, Yarn, Cloth, Serge, Bays, Kerfies, Says, Frizes, Druggets, Cloth Serges, Shalloons, Stuffs, and other Draperies and Woollen Manufactures, or mixed with Wool, or Wool-Flocks, which shall be exported from *Ireland* after the 1st of May, 1740, into the Ports of this Kingdom hereafter mentioned, shall be shipped off, and entered at the Ports of *Dublin, Waterford, Youghall, Kinsale, Cork, Drogheda, New Ross, Newry, Wexford, Wicklow, Sligo, Limerick, Galway, and Dundalk*, in the said Kingdom of *Ireland*, and from no other Port or Place; nor shall the same be imported into any Parts of this Kingdom, other than the Ports of *Bideford, Barnstable, Minehead, Bridgwater, Bristol, Milford-Haven, Chester, and Liverpool*, in the same Manner as if the said Ports of *Newry, Wexford, Wicklow, Sligo, Limerick, Galway, and Dundalk*, <sup>12 Geo. II. C. 43.</sup>

*Dundalk*, had been particularly named for Exportation of the said Goods, in the Act 10 and 11 Will. III. intituled, *An Act to prevent the Exportation of Wool out of the Kingdom of Ireland and England*, and for other Purposes therein mentioned.

26 Geo. II. By this Act, Wool, &c. under the Restriction of the above Act, may be exported from any Port of *Ireland* into any Port of *England*.

After the 25th of December, 1739, no Wool, or any of the said Goods, shall be laden on board any Ship or Boat in *Ireland*, or imported from thence into this Kingdom, but in such Vessels or boats as shall be of the built of *Great-Britain* or *Ireland*, and wholly owned and manned by the Subjects of this Kingdom or *Ireland*, and duly registered in the Manner hereafter mentioned, under the Penalty of the Forfeiture of the said Goods, or the Value thereof, and of the Vessel or Boat in which the same shall be laden, together with all her Ammunition and Furniture.

5 Geo. II. C. 24. S. 2. No Coffee shall be put on board any Ship in any of his Majesty's Plantations in *America*, until the Planter or his known Agent shall make Oath, or Affirmation, before two Justices of the Peace, that the same is of the Growth of such Planter's Plantation, which Oath, &c. shall be produced to the Collector, Comptroller, and Naval Officer, by the Person who shall enter such Coffee; and such Persons shall likewise make Oath, or Affirmation, before the said Officers, that the Coffee then to be shipped is the same that is mentioned in such Oath, &c. of the Planter; and the Collector, and Comptroller, and Naval Officer, are required to deliver a Certificate of such Affidavit to the Commander of such Ship, on board which the said Coffee is to be shipped; and the Master of such Ship shall, before clearing his Ship, also make Oath, that he has received such Coffee on board, and that he has no other Coffee on board than such, for which Proofs shall be made as aforesaid, and that he will not take any more Coffee on board before his Arrival in *Great-Britain*, and making a Report of his lading there; for which Affidavit and Certificate the Collector, and Comptroller, or Naval Officer, shall receive 5s. and all Certificates of such Affidavit shall, by the Commander of such Ship, be produced to the Collector and Comptroller of the Customs, at the Port where such Ship shall unlade, and the Master shall deliver to such Collector and Comptroller, a Certificate of the Collector and Comptroller of the Customs, and Naval Officer of the Place, where such Coffee shall have been shipped, or any two of them, testifying the particular Quantities of such Coffee, and of which such Proofs shall be made, specifying the Package, with the Marks, Numbers, and Weights of each Package; and the Master shall likewise make Oath, or affirm, that the Coffee in the Certificate was taken on board as in the Certificate, and that after his Departure he did not take on board any Coffee, and that all the Coffee on board his Ship is mentioned in the said Certificate; and upon Entry of such Coffee at the Custom-house, and paying or securing the Duties, a Mark shall be set on every Parcel; and thereupon such Coffee shall be lodged in a Warehouse, and the Importer shall deliver to the Collector the Certificate of the Affidavit of the Growth of the Coffee, together with the Oath, and the Oath, or a Copy thereof, made by the Planter; as also the Certificate of the Package, Marks, and Numbers of the Coffee.

Ditto, S. 4. No Commander of any Ship shall take in at *America* or at Sea, or shall land in any of the said Plantations, any Coffee of the Growth of any foreign Country, except such as shall be exported from *Great-Britain*, on Pain of forfeiting such Coffee and 200*l.* and likewise twelve Months' Imprisonment.

Ditto, S. 5. If any Person shall falsely make Oath or Affirmation, by this Act directed, and thereof be convicted, &c. such Person shall forfeit 200*l.* and be imprisoned twelve Months; and if any Person shall forge a Certificate of the said Oath or Affirmation, or shall publish such Certificate, knowing the same to be forged, and be convicted in any of his Majesty's Courts, such Person shall forfeit 200*l.*

Ditto, S. 6. This Act shall continue to the 25th of March, 1739, and to the End of the next Session of Parliament.

*Farther continued for seven Years, and to the End of the next Session of Parliament by 11 Geo. II. Cap. 18. Farther continued for seven Years, and to the End of the next Session of Parliament by 19 Geo. II. P. 412. Farther continued by*  
25 Geo.

25 Geo. II. to 25 March, 1758; and farther by 32 Geo. II. till 24 June, 1766, and to the End of the then next Session of Parliament.

Coffee shall not be imported but in Packages of 112lb. nett at least; and to 5 Geo. III. C. be stowed openly in the Hold of the Vessel, on Forfeiture of the Goods and 43 S. 33. Package; which may be seized by any Officer of the Customs or Excise.

Coffee of the *British* Plantations in *America*, or foreign Coffee, which shall 6 Geo. II. C. have been warehoused on the Continent of *America*, to pay only half the old 52 S. 22. Subsidy on Importation; and to be warehoused as directed, by 10 Geo. I. Cap. 10. Sect. 26. Subject to the like Duties, Restrictions, and Regulations, if taken out for home Consumption; and to the like Securities, &c. if for Exportation, as Coffee warehoused pursuant to that Statute.

Enacts that the Acts 12, 15, and 25 Car. II. so far as the same extend to Sugar 12 Geo. II. C. of the Growth and Produce of his Majesty's Plantations in *America*, being one of 551, 552. the Commodities enumerated in the said Acts, shall be ratified and confirmed in 553. all respects whatsoever, except only as to such Sugars, as by this Act shall be permitted to be exported from the said Sugar Colonies, by such Persons, in such Ships, to such foreign Countries, and under such Regulations as are herein described and appointed for that Purpose.

After 29 September, 1739, any of his Majesty's Subjects, in any Vessel built in *Great-Britain*, and navigated according to Law, and belonging to any of his Majesty's Subjects, of which the major Part shall be residing in *Great-Britain*, and the Residue residing either in *Great-Britain* or some of the said Sugar Colonies, and not elsewhere, that shall clear outwards in any Port of *Great-Britain* for any of the said Colonies, may load in the said Colonies any Sugars of the Growth and Manufacture of the said Colonies, and may carry the same to any foreign Part of *Europe*, provided a Licence be first taken out for that Purpose, under the Hands of the Commissioners of the Customs at *London* or *Edinburgh*, subject to the Regulations, and on the Conditions hereafter mentioned, viz. that Notice be first given to the Master in Writing, or one of the Owners of such Vessel, to the Collector or Comptroller of the Port where such Vessel happens to be, of the Intention of such Master or Owner, that such Ship shall proceed to some of the said Sugar Colonies to lade Sugars to be carried to some other Part of *Europe* than *Great-Britain*; and that such Master or Owner, shall Page 554. enter into Bond, to the Use of his Majesty, with one or more sufficient Securities, in the Sum of 1000*l.* if the Ship be of less Burthen than 100 Tons; and in the Sum of 2000*l.* if she be of that, or greater Burthen, with Condition, that in Case a Licence be granted to carry Sugars from the said Sugar Colonies to foreign Parts, such Ship shall proceed from *Great-Britain* to the said Colonies, and shall deliver the Licence to the Naval Officer there, in Case he intends to make Use of the Liberty granted by such Licence, which he shall declare in Writing to the Naval Officer before he takes any Goods on board; and that in such Case no *Tobacco*, *Melasses*, *Ginger*, *Cotton Wool*, *Indico*, *Fustic*, or other dying Wood, *Tar*, *Pitch*, *Turpentine*, *Hemp*, *Masts*, *Yards*, *Bowsprits*, *Copper Ore*, *Beaver Skins*, or other *Furs*, of the Growth and Manufacture of any *British* Plantation in *America*, shall be taken on board such Ship, unless for the necessary Provisions in her Voyage; and that such Ship before she proceeds to any foreign Port shall touch at some Port in *Great-Britain*, and that the Master or Commander shall deliver to the Collector and Comptroller of such Port a new Manifest, attested upon Oath (or if a Quaker by Affirmation) of the Lading, mentioning the Marks, Numbers, Package, and Contents of all the Goods on board; and shall also bring back the said Licence, with a Certificate endorsed or affixed thereto, containing an Account of the Marks, Numbers, Package, Contents, and Sorts of Sugars on board such Ship, in the Manner hereafter directed; and that when such Ship hath discharged her Lading (the Danger of Page 555. the Seas and Enemies excepted) she shall return to *Great-Britain* within eight Months after she has delivered her Lading in any foreign Part, and before she returns to any of the Plantations in *America*; and that in Case such Vessel should take on board any Merchandizes before her Return to *Great-Britain*, all such Merchandizes that shall remain on board the said Ship on her Arrival in *Great-Britain* shall be entered and landed, in like Manner as other Ships importing

Goods into this Kingdom are obliged to do by the Laws of the Customs, or otherwise such Goods shall be forfeited.

Upon such Bond being entered into, and the other Requisites being duly complied with, a Licence shall be granted accordingly, giving Liberty, for that Voyage only, to carry Sugars of the Growth of the said Sugar Colonies to any foreign Part, in the Manner and according to the Intention of this Act; but no Ship shall have Licence to carry Sugars to foreign Parts, unless it first appear by Oath (or Affirmation) of the Master, that the Property thereof is in his Majesty's Subjects, of which the major Part are residing in *Great-Britain*, and the Residue either in *Great-Britain* or in some of the said Sugar Colonies, and not elsewhere; such Oath or Affirmation to be in the Form hereafter mentioned, *viz.*

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**A. B.** *maketh Oath (or solemnly declares and affirms) that the (Ship or Vessel) called the (Name) whereof he (this Deponent or Affirmant) is Master, and hath the Charge and Command for this present Voyage to (Place bound to) being (describe the Build) (Ship or Vessel) of the Burthen of (Number) Tons, was built at (Place) in the Year (Time when) and that the said (Ship or Vessel) is wholly owned by the (Person or Persons) whose (Name or Names) and usual (Place or Places) of Abode (is or are) undermentioned, and described by this (Deponent or Affirmant) that such (Owner or Owners) (is or are) his Majesty's British (Subject or Subjects) and that no Foreigner, directly or indirectly, hath any Share, Part, or Interest in the said (Ship or Vessel) to the best of this (Deponent's or Affirmant's) Knowledge or Belief; and that he, this (Deponent or Affirmant) and three-fourths of the Mariners navigating the said (Ship or Vessel) are his Majesty's British Subjects.*

If any Vessel licensed by Virtue of this Act shall take on board in any of the Sugar Islands, or in her Voyage from thence, any Sugars or other Goods, being the Property of any other Person than some of his Majesty's Subjects, and such as shall be laden on their proper Risk and Account to be carried to foreign Parts, the same shall be forfeited.

P. 557.

Before any Sugar be put on board any Vessel at the said Colonies, to be carried to any foreign Port in *Europe*, the Master shall deliver to the Collector of the Port where such Ship is to take in her Lading, the said Licence, signed by the Commissioners of the Customs, and a Certificate of such Bond having been given in *Great-Britain* as aforesaid, and shall declare in Writing to the Collector, whether he intends to load any Sugar pursuant to such Licence, which shall be done before any Goods are laden on board such Vessel, otherwise such Licence shall be of no Force; but if it be declared that Sugars are intended to be laden, and carried to foreign Parts, then, in order to ascertain the Quantity, &c. of the Sugars to be exported from the said Colonies, and to prevent the Exportation of any Goods before enumerated, the Person intending to Export Sugars, or other Goods not enumerated, in such Vessel, shall, before the same are put on board, make an Entry of such Sugars, or other Goods with the Comptroller of the Customs and the naval Officer, expressing the Name of the Ship and Master, and where she lies; and also the Keys and Wharfs where they are to be laden, or first Water-borne, in order to be laden; which shall be such only where an Officer is or shall be appointed to attend the shipping thereof, or at such Places as shall be mentioned in a Warrant to be taken out from the Comptroller for that Purpose; and shall thereupon take out a Warrant, whereon shall be endorsed by the Exporter, the Marks, Numbers, Contents, Sorts, or proper Denomination of such Sugars, and shall deliver the Warrant so endorsed to the Searcher, and shall lade such Sugars in the Presence of such Officer, or at the Places mentioned in the said Warrant, that the proper Officers may attend the shipping thereof; and such Officers are empowered to examine the same, before they are put on board; and if, upon examining the said Sugars or any Goods shipped or brought to be shipped as such, either before or after the shipping thereof, the Number of Casks shall appear to be greater than endorsed on such Warrant; or if there be found any other Sugar but such as shall be so endorsed, taken out, and delivered as aforesaid, or any of the Goods before enumerated, which by Law are to be carried from thence only to *Great-Britain*, or some of his Majesty's other Plantations; or if it be discovered that any enumerated Goods,



Goods, other than Sugar, have been put on board any Vessel having Liberty to trade by Virtue of this Act, or shall be brought to be shipped on board such Vessel, or shall be put into any Boat, &c. in order to be put on board such Vessel, before such Entry, or taking out, endorsing, and delivering of such Warrants, contrary to the Directions of this Act, all such Sugar and other Goods shall be forfeited; and the Vessel or Carriage employed in shipping or attempting to ship any enumerated Goods, other than Sugars, together with the Vessel on which such other Goods shall be laden, and the Owner of such Sugar or other Goods shall forfeit double the Value thereof. And before such Vessel shall depart with the Sugar, the Master shall receive the said Licence from the Comptroller and Naval Officer, with a Certificate under their Seals of Office, containing an Account of the Marks, &c. of each Cask of Sugar so shipped; and the other Officers aforesaid are to make two Copies of such Licence and Certificates; for all which Entries, &c. or Copies, no more shall be taken than the accustomed Fees; and the Master, before he receives the said Licence, shall attest the said Copies under his Hand, which are to be left with the Collector, and Comptroller, and Naval Officer; and the said Collector and Comptroller are required, as soon as conveniently they can, to transmit one of the said Copies to the Commissioners of the Customs in *Great Britain*, by whom the Licence was granted when the Ship sailed from *Great-Britain*; and the Master shall proceed from the said Colonies directly to *Great-Britain*, without putting into any other Port unless forced by Strefs of Weather; Proof whereof shall be made on Oath to the satisfaction of the Commissioners; and on the Return of such Ship to *Great-Britain*, the Master shall produce the said Licence to the Commissioners, or to the Collector of the Port at which he shall arrive, with the Endorsement or Certificate annexed as before directed, and shall also deliver a true Manifest, expressing the Marks and Numbers, with the Tale and Sorts of Casks of all his Lading, attested upon Oath (or if a Quaker, by Affirmation) before the Collector and Comptroller of such Port, who are impowered to administer the same; and shall also make an Entry of the Quantities and Sorts of all the Sugars laden on board the said Ship at any of the said Colonies, and then remaining on board and bound to foreign Parts; (which Entry the said Collector and Comptroller are to pass, without demanding any Duties for such Sugar; mentioning in their Account, that such Entries were passed by Virtue of this Act) and shall also declare upon Oath or Affirmation to what foreign Ports he is bound with such Lading; then such Master shall be at Liberty to proceed with all the Goods on board mentioned in the said Manifest, being none of the Goods before enumerated, to any foreign Port, without being obliged to land, or pay Duty for the same, as aforesaid, taking with him the said Licence, and a Certificate under the Seals of Office from the said Collector and Comptroller, testifying that the said Ship had touched at such Port, and had in all Respects complied with the Directions of this Act; but if any such Vessel shall proceed to any foreign Part without having first touched at some Port in *Great-Britain*, and having complied with the Directions of this Act, and having the same certified as aforesaid; or if any of the Goods before enumerated, besides Sugars, shall be found on board, or carried by any such Vessel to any foreign Parts, then the Liberty granted by such Licence shall become void, and such Vessel, and also the Master, and all others concerned, shall be liable to the same Penalties as they would have been liable to if this Act had not been made.

If the Commissioners of the Customs in *Great-Britain*, or the Collector and Comptroller of the Port where the Vessel shall touch, shall, upon Information on Oath, have cause to suspect that some enumerated Goods, other than Sugars, are on board such Vessel, and shall thereupon judge it necessary to unlade the Goods from such Ship, or any Part thereof; in such Case, the Officers of the Customs, or any Persons employed by them, may enter and remain on board such Ship, and unlade the same or any Part thereof, as they shall judge necessary, to enable them to examine any Part of such Ship and all the Goods on board, and detain her so long as shall be necessary for the Purpose, and also may open and examine any Cabins, &c. or any Concealments, or other Places in the Sides of such Ship, or any Part thereof, or any Trunk, Cask, &c. to discover



P. 561.

discover whether any more, or other Goods are on board, than such as are mentioned in the Manifest delivered by the Master, and may seize all Goods not mentioned therein, which shall be forfeited; but in Case no Goods be found on board but what are mentioned in the said Manifest, then the Officers who shall unload or unpack any Goods shall re-load and re-pack the same, and repair such Damage as shall be done by unloading or unpacking thereof, without being liable to any other Costs for Demurrage, or on any other Account whatsoever; but if any other Goods are found on board besides such as are mentioned in the Master's Manifest (except the necessary Provisions of the Ship) then the Master shall be at the Charge of re-loading and re-packing all the Goods unladen or opened, and of repairing all other Damages occasioned thereby; and the Officers concerned shall not be at any Expence, or be liable to any Costs whatsoever.

If any Ship shall have on board any Sugar, for which Licence shall have been granted as aforesaid, or any other Goods not enumerated in the Act before-mentioned, and the Owners, or their Agent, on the Arrival of such Ship in *Great-Britain*, shall be desirous to enter and pay the Duty, and land the Goods, or any Part thereof, they shall have Liberty so to do, the Master first making a Report of his whole Lading with the proper Officers of the Customs, in like Manner as he was required to do before the making of this Act.

P. 562.

If the Master, or Person taking Charge of any Vessel, for which a Licence has been granted, shall, on his Arrival in any of the said Sugar Colonies, have delivered to the Collector, Comptroller, or Naval Officer, the said Licence, with a Certificate of Bond being given in *Great-Britain*, as aforesaid; and before he lades any Goods shall declare in writing, upon Oath, or Affirmation, before any two of them, that the Sugars he intends to lade are to be carried to some Place to the Southward of *Cape Finisferre*; then the said Master may, in Case he has in all Respects complied with the Directions of this Act, proceed thither directly with such Vessel, taking with him such Licence and Oath, or Affirmation, endorsed thereon by the Collector, &c. together with an Account of the Marks, &c. of Sugars laden by Virtue of such Licence, likewise endorsed thereon, or contained in a Certificate annexed, in the Manner before directed, and may there land the same, without first touching at any Port in *Great-Britain*; but in such Case the Master shall, within eight Months after landing the said Sugars, and before such Vessel shall go again to any of the Plantations in *America*, return to some Port of *Great-Britain*, and there deliver his said Licence to the Commissioners of the Customs, or the Collector and Comptroller of such Port, with such Oath or Affirmation endorsed thereon, and Certificate annexed thereto as aforesaid, together with a Certificate from the Consul or two known *British* Merchants of good Credit, residing at the Places where such Sugars were landed, testifying the Landing thereof as aforesaid; and the Master shall likewise make Oath or Affirmation before the Collector to the Truth of such Certificate, and that none of the Goods before enumerated, except Sugar, were taken on board at any of the said Colonies, or landed at the Place mentioned in the Certificate; and shall likewise make an Entry with such Collector, of the Quantity and Sorts of all the Sugars laden on board the said Ship at any of the said Colonies, and landed at any Port to the Southward of *Cape Finisferre*, which Entry the Collector or Comptroller are to pass, without demanding any Duties for the same, mentioning in their Accounts, that such Entries were passed, by Virtue of this Act; and in Case the said Master shall neglect or refuse to make such Entry, on his return to *Great-Britain*, he shall forfeit 100*l*.

P. 563.

Upon the Return to *Great-Britain* of any Ship or Vessel which shall carry Sugars from the Sugar Colonies to any foreign Parts, the Master shall, in either Case before-mentioned, bring back, and deliver to the Commissioners of the Customs, or to the Collector of the Port where such Vessel shall arrive, the said Licence, together with a Certificate, signed and sealed by the Consul, or two known *British* Merchants of good Credit, at the Port where such Sugar was landed, certifying the Landing thereof, with the Number of Casks landed, and the Mark, Number, and Contents of each Cask, with the Name of the Ship  
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and Master, and that they verily believe that no Tobacco, or other Goods before enumerated, except Sugar, have been there landed out of such Vessel; and upon such Licence being returned, with the Oath or Affirmation of the Master, and P. 564. an Account of the Lading endorsed thereon, or annexed thereto as aforesaid; and the several other Things required by this Act being duly complied with, the Bond given before granting such Licence shall be discharged and delivered up; otherwise such Bond shall be forfeited, and may be prosecuted in the Manner directed by this Act.

In Case any Ship or Vessel shall, after unloading such Sugars, or any Part thereof, take on board any Goods before her Return to *Great-Britain*, all such of the said Goods as remain on board at her Arrival in *Great-Britain*, shall be entered and landed on the Return of such Vessel to *Great-Britain*, and before her Departure from thence, and shall be subject to such Regulations, as the like Goods imported in any other Ship are subject to by the Laws of the Customs.

This Act not to excuse any Vessel trading to or from the said Sugar Colonies being registered pursuant to the Act 7 and 8 Will. III. on Proof of the Property made by one or more of the Owners in the Manner, and under the Penalties inflicted by the said Act.

No Master or Owner of any Vessel, carrying Sugars, as aforesaid, shall advance P. 565. to any Mariner during the Time he shall be in Parts beyond the Seas any Money or Effects, upon Account of Wages, exceeding one Moiety of the whole Wages due from the Time of his Departure from *Great-Britain*, till such Vessel shall return to *Great-Britain*, and if any Master or Owner shall advance any Wages to any Seamen above the said Moiety, such Master or Owner shall forfeit double the Money he shall so advance.

If any Person shall grant any false Certificate, or counterfeit, erase, or alter any Licence, Oath, or Certificate, made pursuant to this Act, or shall knowingly publish or make use thereof, such Person shall forfeit 500*l.* to be recovered, and disposed of in the Manner directed by this Act, and such Licence, &c. shall be void.

Nothing in this Act shall be construed to give Liberty to carry Sugars P. 566. from any of the said Sugar Colonies to *Ireland*. (This Clause is repealed by 20 Geo. III.)

This Act shall continue in force five Years, from the 29th of September, 1792, <sup>26 Geo. III. C. 53.</sup> and from thence to the End of the next Session of Parliament.

By an Act passed 7 and 8 Will. III. for preventing frauds and regulating <sup>15 and 16 Geo. II. P. 711.</sup> *Abuses in the Plantation Trade*; and by an another Act of 5 Anne, for an Union of the two Kingdoms of England and Scotland, no Ship or Vessel shall pass as a Ship of the Built and Property of *Great-Britain*, *Ireland*, *Guernsey*, *Jersey*, or any of his Majesty's Plantations in *America*, or a Prize Ship made free, so as to be qualified to trade to, or from, or in any of the said Plantations, till the Persons claiming Property therein shall make Oath, and register the same in P. 712. Manner therein directed; and if any Ship's Name so registered shall be altered, or any Transfer of Property to another Port, such Ship is thereby directed to be registered *de Novo*, on delivering up the former Certificate to be cancelled; and if the Property be altered in the same Port by the Sale of Shares in any Ship, after registering, such Sale is to be acknowledged, by endorsing on the Register before two Witnesses; notwithstanding which the Certificates of the Register of several Ships have been frequently sold to Foreigners and delivered to the Purchasers; and the Ships of Foreigners under Colour thereof have been admitted to trade to and from the Plantations, though of foreign Extraction, contrary to Law, to the Prejudice of the Navigation of *Great-Britain* and the Plantations; for preventing which it is enacted, that after the 25th of December, 1742, no Ship or Vessel, required by the said Acts to be registered, and carrying Merchandizes to and from any of his Majesty's Plantations in *America*, or to and from one Plantation to another, shall be deemed qualified to trade within the Intent of the said Acts, till the Master, or Person having Charge of the Ship, shall upon Oath or Affirmation before the Governor or Collector of the

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Customs,

Customs, of every the said Plantations, where they shall arrive, give a just and true Account of the Name and Burthen thereof, and of the Place from whence she came, and of all Particulars in the following Form, viz.

**A. B.** maketh Oath (or, if a Quaker, solemnly affirms) that the Ship or Vessel, <sup>whereof he, this Deponent or Affirmant,</sup> called the <sup>is Master, or hath the Charge and Command, during this present Voyage, being of</sup> the Burthen of <sup>Tons, came last from</sup> and that she is as he verily believes, the same Ship or Vessel described, meant, and intended in, and by, the Certificate now produced by him; and that the same does now, as he believes, belong wholly to his Majesty's British Subjects, and that no Foreigner has, directly or indirectly, any Share, Property or Interest therein, to his Knowledge or Belief.

P. 713. If any Ship or Vessel shall load or unload any Goods, &c. in any of the Plantations in America before such Proof be made, the same shall be forfeited, and may be prosecuted, recovered, and divided, in like Manner as if she had not been registered, as directed in the Act 7 and 8 Will. III.

After the 25th of December, 1742, if any Ship or Vessel duly qualified to trade to, and from, and in his Majesty's Plantations, shall happen to be in any of the said Plantations, and the Certificate of the Register shall be lost or mislaid, the Master or other Person, having the Charge of the said Ship or Vessel, may make Oath, or Affirmation, before the Governor or Collector of the Customs, in the Port where the Ship or Vessel shall happen to be, in the following Form:

**A. B.** being Master, or having the Charge of the Ship or Vessel called the <sup>does swear (or solemnly affirm) that the said Ship or Vessel</sup> has been, as he verily believes, registered according to Law, to qualify her to trade to, from, and in his Majesty's Plantations, in America, and that he had a Certificate thereof, granted at the Port of <sup>but that the same is lost or mislaid,</sup> and that he cannot find the same, and does not know where the same is, or what is become thereof, and that the same hath not been, nor shall be, with his Privy or Knowledge sold or disposed of to any Person or Persons whatsoever; and that he, this Deponent or Affirmant, and three-fourths of the Mariners navigating the said Ship or Vessel are his Majesty's British Subjects, and the said Ship or Vessel does now, as he believes, belong wholly to his Majesty's British Subjects, and that no Foreigner has, to his Knowledge or Belief, any Share, Property, or Interest therein.

P. 714. The said Master, or other Person navigating the said Ship or Vessel, shall give good Security, if the Ship be of one hundred Tons Burthen or under, and so in Proportion for any greater Burthen, to the Collector of the Port where the Ship shall be, in his Majesty's Name, and to his Use, with Condition that the Ship was duly registered according to Law, for qualifying the same to trade to, from, or in his Majesty's Plantations in America; and that the Certificate of the said Register, if found, shall be delivered up to the Commissioners of the Customs, to be cancelled, and that no illegal Use has been, or shall be made thereof; that the same has not been, or shall be fraudulently disposed of; that the said Ship or Vessel wholly belongs to British Subjects; and that no Foreigner has any Share, Property, or Interest therein; and on making such Oath, or Affirmation, and giving such Bond, the Governour and Collector of the Customs shall freely give the Master, &c. of such Ship or Vessel a fresh Certificate, which shall enable him to trade for that Voyage only; and the Officers taking the said Oath and Bond shall transmit an Account thereof to the Commissioners of the Customs.

If the Certificate of the Register of any Ship be lost, and the Master, or Person having Charge of the Ship, and one or more of the Owners, shall make Proof to the Satisfaction of the Commissioners of the Customs in Case the Owners or any of them, shall reside in Great-Britain or Ireland, Guernsey, or Jersey; or of the Governour, or Collector of the Customs, residing in any of his Majesty's

Majesty's Plantations in *America*, if she was registered in such Plantation; and none of the Owners shall reside in *Great-Britain* or *Ireland*, *Guernsey* or *Jersey*, upon Oath, or Affirmation, of the Loss of such Certificate, also of the Name, Burthen, Built, Property, and other Particulars, required by the Act 7 and 8 Will. III. in the same Manner, and before the same Persons as are required on original Registers, and shall give 500*l.* Security, if the Ship be of one hundred Tons, and so in Proportion for any greater Burthen, to the Collector of the Port where the Ship shall belong, and that the original Certificate hath not been, nor shall be fraudulently disposed of, or used contrary to Law; and that if the same be found, it shall be delivered up to the Commissioners to be cancelled; in such Case the said Commissioners, and the Governor, and Collector of the Customs, residing at the Plantations respectively, are required to permit such Ship or Vessel to be registered *de novo*, and the proper Officers shall deliver a Certificate thereof to the Owners as directed by the Act 7 and 8 Will. III. and therein mention the Name by which the Ship was formerly registered, and that such a Certificate of a new Register is granted in Pursuance of this Act instead of a former Certificate, which appears by such Proof, as this Act requires, to be lost; and that such new Register and Certificate shall have the same Effect with the Original, and a Duplicate shall be transmitted to the Commissioners.

After the 29th September, 1742, all Plantation Bonds taken in *Great-Britain*, Page 716. pursuant to any former Act of Parliament, whereby the Goods therein enumerated are to be brought to *Great-Britain*, shall be with Condition, that within eighteen Months from the Date thereof (the Danger of the Seas excepted) a Certificate shall be produced from the Collector and Comptroller of the Port where such Goods shall be delivered, that they have been there landed and discharged; otherwise such Bonds shall be forfeited, and the Penalty sued for in the Court of *Exchequer* in *England*, *Scotland* or *Ireland*, respectively.

This Act shall not extend to Bonds given for Ships lading Sugars, in any of his Majesty's Sugar Colonies in *America*, by Licence from the Commissioners, to be carried directly to any foreign Part of *Europe* pursuant to an Act passed 12 Geo. II.

By two Clauses in the Act 12 Car. II. it is enacted, that no Goods or Commodities whatsoever, of the Growth, Production, or Manufacture of *Africa*, *Asia*, or *America*, shall be imported into *England*, *Ireland*, or *Wales*, Islands of *Guernsey* or *Jersey*, or Town of *Berwick upon Tweed*, from any other Places or Countries, but only from those of the said Growth, Production, or Manufacture, or from those Ports where the said Goods and Commodities can only be, or usually have been, first shipped for Transportation, under the Penalty of the P. 710. Forfeiture of all such Goods as shall be imported from any other Place or Country, contrary to the true Intent and Meaning thereof; as also of the Ship in which they were imported, with all her Guns, Furniture, Ammunition, Tackle and Apparel; and there is a Proviso in the said Act, that it shall be lawful for any of the People of *England*, *Ireland*, *Wales*, Islands of *Guernsey*, or *Jersey*, or Town of *Berwick upon Tweed*, in Vessels, or Ships to them belonging, and whereof the Master and three-fourths, of the Mariners, at least, are *English*, to load, and bring in from any of the Ports of *Spain* or *Portugal*, or *Western Islands* commonly called *Azores*, or *Madeira* or *Canary Islands*, all Sorts of Commodities of the Growth, Production, or Manufacture of the Plantations or Dominions of either of them respectively; and Disputes have arose on the Construction of the said Proviso, whether the Goods of the Growth, Production, or Manufacture of the Plantations of *Spain* or *Portugal*, may be imported for Account of Aliens, from the Places, and in the Manner expressed in the said Proviso, and whether such Goods belonging to Aliens, so imported are not liable to be forfeited, together with the Ship, which tends to the Prejudice of the *British* Navigation, as likewise detrimental to the publick Revenue; it is therefore enacted, that it shall be lawful for any Persons to import the Goods mentioned in the said Proviso, and in such Ship so navigated, as is therein expressed, although such Goods are the Property of Aliens.

7 Geo. II. C. It shall be lawful to import, in any Ship belonging to *Great-Britain*, or any State in Amity, from any Place, *Indigo* of all Sorts.

18. 3. 2. Ditto, S. 3. The said Act 13 Geo. I. Cap. 25. and this Act shall continue seven Years from the 24th of June 1734, &c.

Continued till June 1, 1747, and from thence to the End of the next Session of Parliament, by 14 Geo. II. p. 660. and further continued till the 1st of June, 1754, and to the End of the then next Session of Parliament by 20 Geo. II. p. 972.

And as several Acts have been made to encourage the Growth of this, and several other Commodities in his Majesty's *American Colonies*, I think they may properly be introduced in this Place, as Affairs in which Navigation has a considerable Concern; therefore, before I conclude the Subject of Shipping, I shall let my Readers see what Premiums have been given by Parliament, on the Importation of them here.

21 Geo. II. P. 887. It is hereby enacted, that from and after the 25th of March, 1749, all Persons who shall import into this Kingdom, directly from any of the *British Colonies* in *America*, in Vessels that may legally trade there, and manned as by Law is required, any good and merchantable *Indigo*, free from any false Mixture, and fit for Dyers Use, being the Product of the Colony from whence the same is imported, shall be intitled to 6*d.* for every Pound thereof, to be paid out of the Customs upon Demand, by the Collector of the Port where the same shall be imported, and for Want of sufficient Money in his Hands, he shall certify the same to the Commissioners of the Customs, who shall cause the Bounty of the *Indigo*, imported into *England*, to be paid by the Receiver-General of the Customs in *England*, and of that imported into *Scotland*, by the Receiver-General there.

P. 888.

Every Person loading *Indigo*, on board any Vessel in any of the *British Colonies* in *America*, shall, before the clearing out of such Ship for any Port of *Great-Britain*, produce to the Governor, Lieutenant-Governor, Collector and Comptroller, of the Customs, and Naval Officer, or any two of them, a Certificate, signed and sworn to before some Justice there, by the Planter, his known Agent or Factor, that a Quantity of *Indigo* (expressing the Weight) had been sent from his *Indigo* Work, or Plantation, where the same was made, in order to be shipped off or sold by him to the Person therein named, and was of the Growth and Produce of the said Plantation, situate in the District or Parish of within the Island or Colony of

which Certificate shall be attested by the said Justice, to have been signed and sworn to in his Presence, and he is required to do the same gratis.

P. 889.

The Merchant, at the Time of producing such Certificate, shall also sign a Certificate before the Governor, Lieutenant-Governor, Collector, &c. or any two of them, that the *Indigo* shipped by him is the same mentioned in the Certificate; and they shall thereupon deliver to him a Certificate, under their Hands and Seal of Office, of his having received such Certificate; and that at the same Time a Certificate from the Planter or Agent, &c. had been produced and left with them, pursuant to the Directions of this Act; and no Person importing *Indigo* shall be intitled to the Premium, unless he shall produce such Certificate to the chief Officer of the Customs at the Port in *Great-Britain*, where the same shall be imported.

On the Importation of any *Indigo* into *Great-Britain*, a Certificate shall be given, by the Master or commanding Officer, that the same was shipped on board the said Ship, within such *British* Colony in *America*, as is mentioned in the Certificate; and also a Certificate, signed by two Officers of the Customs of the Port where the same is entered and landed, specifying the Weight, and that the said *Indigo* is good and merchantable, free from false Mixtures, and of such Quality as to be intitled to the said Premiums; which Certificate the said Officers are to grant, within ten Days after the Landing thereof, unless they can assign sufficient Cause for their Refusal; upon producing which several Certificates to the proper Officer, as aforesaid, he shall pay the Premium to the Importer.

If any Person shall make Entry of foreign-made Indigo, under the Name of *British* Plantation-made, or shall mix any foreign Indigo, or other false Mixture with that made in the *British* Plantations, in order to claim the *Premium*, he shall forfeit all such Indigo; and in Case of such Mixture the Quantity so mixed, both foreign and *British* Plantation-made, and double the Value thereof, shall be forfeited by the Person making such Mixture.

No Certificate shall be granted for the said *Premium* on Indigo that is not good and merchantable, and free from any false Mixture.

The Officers of the Customs, before their making out any such Certificate, P. 890. shall examine the Indigo by opening each Package, and seeing the whole Contents, to discover whether the Indigo is good and merchantable, and free from any false Mixture.

No Certificate shall be granted by the Officers of the Customs for any Indigo which is not worth 3s. when the *French*, or other Indigo of equal Goodness with the best *French*, is worth 4s. per Pound; and so in Proportion, if the best *French* or other Indigo of equal Goodness shall be at the higher or lower Price.

If any Dispute shall arise concerning the Quality of such Indigo as is imported into the Port of *London*, the Commissioners of the Customs may call two or more Dyers, Dry-Salters, Brokers, or others well skilled in that Commodity, who shall declare their Opinion upon Oath, as to the Quality thereof, if required, and determine whether the said Indigo is intitled to the *Premium* or not; and in Case of any Dispute in any of the Out-Ports in *England*, Samples of the Indigo shall be sent up to the Commissioner of the Customs at *London*; and in the Out-Ports in *Scotland*, to the Commissioners of the Customs at *Edinburgh*; in such Manner as the respective Commissioners shall direct, in order to be inspected and adjudged there.

No Fee shall be demanded or taken by any Officer of the Customs, for the examining or delivering such Indigo, or for signing Certificates for the *Premium*; under Penalty of forfeiting his Office and 100l. &c.

No Certificates or Debentures, made in Pursuance of this Act, shall be chargeable with any Stamp Duties.

If any *British* Plantation-made Indigo from *America*, shall, after the 25th of P. 891. *March*, 1749, be exported from *Great-Britain*, the Exporter, before the Entry thereof, shall pay to the Collector or chief Officer of the Customs of the Port, the whole of the *Premium*, over and above any Duty such Indigo is subject to at Exportation by any former Act.

If any Person shall be found fraudulently to export such Indigo, without paying the *Premium* as aforesaid, he shall forfeit the Indigo, and double the Value thereof.

If any Dispute shall arise, whether the said Indigo, or any Part thereof, so to be exported, is of the Growth and Manufacture of the *British* Plantations in *America*, or of foreign Product, the *Onus Probandi* shall lie on the Claimer and not on the Prosecutor.

If any Governor, Collector, or any other Persons, shall, during the Continuance of this Act, falsely make a Certificate of the Produce and Manufacture of any Indigo, not being of the *British* Plantations in *America*, or shall counterfeit any such Certificate, in order to obtain the *Premium* aforesaid, he shall forfeit 200l. and if the Offender be a Collector, or any other Officer of the Customs, he P. 892. shall also lose his Office, and be incapable of serving his Majesty, &c.

This Act shall be in Force for seven Years, to commence from the 25th of *March*, 1749, and from thence to the End of the then next Session of Parliament.

Further continued by 28 Geo II. till 25 March, 1763, and to the End of the Session.

As it will greatly tend to the Increase and Improvement of the Silk Manufac- 23 Geo. II. tures of this Kingdom, to encourage the Growth and Culture of Silk in his Ma- P. 395. jesty's Dominions in *America*; It is enacted that from and after the 24th of *June* 1750, Raw Silks of the Growth and Culture of any of his Majesty's Colonies or Plantations in *America* may be directly imported from thence into the Port of *London* Duty-free, due Entry thereof being first made at the Custom-house at the P. 396. Time of Importation, in the same Manner and Form (expressing the Package,



Marks, and Numbers, together with the Qualities of the respective Goods) as was used before the making of this Act, and so as the same be landed in the Presence of, and examined by, the proper Officer of the Customs, and be imported in Vessels that may lawfully trade to his Majesty's Plantations, manned as the Law requires; and, on Failure of the Conditions herein last mentioned, the said Silks are to be liable to Payment of the respective Duties, as if this Act had not been made.

The Merchant or other Person, who shall, after the 24th of June, 1750, lade any raw Silk on board any Vessel in any of the *British Colonies in America*, is before the Clearing out of such Vessel from thence, to make Oath before the Collector or Comptroller of the Customs, and Naval Officer of the Port, or any two of them, that the said Silk (expressing the Quantity thereof) is *bona fide* of the Growth and Culture of the *British Plantations in America*; expressing the Parish or Place where the same was cultivated, and by whom, producing such Person's Oath thereto, made before the Governor of the Place, or the next Justice of the Peace (which several Oaths are to be administered *gratis*) and the Master or Person taking Charge of such Vessel is to bring with him a Certificate, signed and sealed by the Collector and Comptroller of the Customs, and Naval Officer, or any two of them (which they are to give *gratis*) expressing the Marks, Numbers, Tale, and Weight of the raw Silk in each Bale or Package, with the Names and Place of Abode of the Exporters thereof, and of the Person who shall have sworn the same to be of the Growth and Culture of the said *British Colonies*, and of the Person to whom the same shall be consigned in the Port of *London*; which Certificate the Master, on his Arrival at the Port of *London*, is to deliver to the Collector or Comptroller, or other chief Officers of the Customs, at or before the Entry of the said Silk, and to make Oath before one of the said Officers (which Oath is to be administered *gratis*) that the said Bales and Parcels, and Goods contained in such Certificate, are the same which were taken on board in the said *British Plantations in America*; and on Default made in any of the Premises, the said Silks are liable to the Payment of the respective Duties, as if this Act had not been made.

If any Person shall, after the 24th of June, 1750, enter any foreign raw Silk under the Name or Description of raw Silk of the Growth or Culture of any of the *British Colonies in America*, or shall mix any foreign raw Silk with raw Silk of the Growth of the said *British Colonies*, in order to avoid Payment of the Duties for the same, he is to forfeit 50*l.* for every such Offence, and all such foreign raw Silk; and, in Case of any Mixture, the Quantity mixed, both of foreign and *British Plantation* Growth, or the Value thereof, together with the Packages containing the same, are to be forfeited, &c.

If any Doubt or Dispute shall arise, whether the said raw Silk is foreign, or of the Growth or Culture of the *British American Plantations*, the *Onus Probandi* lies on the Claimer.

As the Importation of Bar-Iron from his Majesty's Colonies in *America*, into the Port of *London*, and the Importation of Pig-Iron from the said Colonies into any Port of *Great-Britain*, &c. will be a great Advantage, not only to the said Colonies but also to this Kingdom, &c. It is enacted, that from and after the 24th of June, 1750, the Duties, now payable on Pig-Iron, made in, and imported from his Majesty's Colonies in *America*, into any Port of *Great-Britain*, shall cease; and that no Duty shall be payable upon Bar-Iron made in, and imported from the said Colonies, into the Port of *London*.

No such Bar-Iron so imported into the Port of *London* shall afterwards be exported or be carried coastwise to be landed at any other Place in *Great-Britain*, except for the Use of his Majesty's Dock-Yards, upon Pain that the same, and the Vessel, be liable to such Forfeiture and Seizure, as prohibited or uncustomed Goods clandestinely exported or imported, or the Vessel on board of which the same shall be exported or imported, are now liable to by Law; and also upon Pain that the Exporter, and Master, and Mariners of the Vessel, shall be subject to the like Penalties and Punishments as the Master or Mariners of Vessels laden with prohibited or uncustomed Goods, or Goods clandestinely exported or imported are now liable by Law; and no Officer of the Customs shall grant any Cocket,

P. 397.

P. 398.

23 Geo. II.  
P. 519.  
P. 520.

Cocket, &c. for exporting or carrying coastwise any such Bar-Iron so exported, except for the Use of his Majesty's Dock-Yards, upon Pain of forfeiting 200*l.* &c. and if any such Cocket, &c. shall be granted, the same shall be void.

No Bar-Iron whatsoever shall be permitted to be carried coastwise, unless Mention be made in the Certificate of the Day on which the Duties payable on the Importation thereof, were paid, and of the Names of the Persons by whom paid.

No Bar-Iron imported into the Ports of *London*, by Virtue of this Act shall be carried or conveyed by Land-Carriage to any Place beyond ten Miles from any Part of the Port of *London*, except to his Majesty's Dock-Yards for the Use of the same, upon Pain of the Offender paying 20*s.* for every Hundred-weight thereof.

Every Person loading Pig, or Bar-Iron on board any Vessel in any of his Majesty's Colonies in *America*, shall, before clearing out for any Port of *Great-Britain*, make Oath before the Governor or Lieutenant-Governor, Collector and Comptroller of the Customs, and Naval Officer, or any two of them (which Oath they are to administer without Fee) that the Pig or Bar-Iron so shipped (the true Weight whereof shall be expressed in the Oath) was made at \_\_\_\_\_ within the Colony of \_\_\_\_\_

in which Oath also the Name of the Person to whom the Iron shall be sold or consigned shall be expressed; and thereupon the said Governor, Lieutenant-Governor, Collector and Comptroller of the Customs, and Naval Officer, or any two of them, shall give to the Person making such Oath, a Certificate under their Hands and Seal of Office, of the same having been made before them.

No such Pig or Bar-Iron shall be imported Duty-free, as aforesaid, unless the same shall be stamped with some Marks denoting the Colony or Place where the same was made, and unless the Importer shall produce such Certificate to the chief Officer of the Customs at the Port where the same shall be imported, and unless Oath be made by the Master of the Vessel, before such Officer (which he is to administer without Fee) that the said Iron is the same mentioned in the Certificate.

All Pig or Bar-Iron, which shall not be stamped and certified as aforesaid, shall be subject to the Payment of the same Duties to which it was liable before the making of this Act.

If any Governor, Lieutenant-Governor, Collector, or Comptroller of the Customs, Naval Officer, or chief Officer of the Customs as aforesaid, shall falsely make any such Certificate, he shall forfeit 200*l.* for every such Offence, and his Office, &c. and if any Merchant, &c. shall falsely make any Oath required by this Act, he shall incur the Penalties of wilful and corrupt Perjury; and if any Person shall knowingly counterfeit any such Stamp or Certificate, or publish the same knowing it to be counterfeited, he shall incur the Penalties of Forgery.

After the 24th of June, 1750, no Mill, or other Engine for slitting or rolling of Iron, or any Plating-Forge to work with a Tilt Hammer, or any Furnace for making Steel, shall be erected or continued in any of his Majesty's Colonies in *America*, upon Pain that every Person offending herein shall, for every such Mill, Engine, Forge, or Furnace, forfeit 200*l.*

Every such Mill, Engine, Forge, or Furnace, erected or continued contrary to the Directions of this Act, shall be deemed a common Nuisance; and every Governor, &c. of any of his Majesty's Colonies in *America*, where any such Mill, &c. shall be erected or continued, shall, upon Information thereof made to him by two Witnesses upon Oath (which Oath he is to administer) cause such Mill, &c. to be abated, within thirty Days after such Information, upon Pain of forfeiting 500*l.* for every such Offence, &c.

All Bar-Iron, which shall be imported from any of the *British* Colonies in *P.* 514. *America* into the Port of *London*, shall be entered at the Custom-house at *London*; and every Bar shall be marked or stamped in three different Parts, with such Mark as the Commissioners of the Customs shall direct, two of the said Marks at the Distance of one Yard from each End of the Bar, and the other near the Middle thereof.

If any Person shall counterfeit, destroy, or deface any of the said Stamps, with *P.* 515. an Intent to convey the same to any Place ten Miles from the Port of *London*, contrary to this Act, and be legally convicted thereof, he shall forfeit 100*l.* &c.

Every Governor, &c. of any of his Majesty's Colonies in *America*, shall transmit

mit, within fix Months after the said 24th of *June*, to the Commissioners of Trade and Plantations, a Certificate under his Hand and Seal of Office, containing a particular Account of every Mill or Engine for flitting or rolling Iron, and every Plating-Forge to work with a Tilt Hammer, and every Furnace for making Steel, erected in his Colony, at the Time of the Commencement of this Act; expressing therein also such of them as are used, and the Names of the Proprietors, and Place where erected, and Number in the said Colony; upon Pain of being subject to the like Penalties and Forfeitures, as for any other Offence committed by them against this Act, &c.

P. 536.

The Importation of Bar-Iron is extended to all the Ports of *Great-Britain*.

30 Geo. II.

Likewise the Clauses relating to the carrying Iron coastwise, and by Land beyond ten Miles from *London*, are repealed.

HAVING now concluded that Part of the Article of Shipping, which concerns Exports and Imports, and inserted Abstracts from all the Laws in force relative thereto, particularly specifying those which were passed in the Years 1779 and 1780, in Favour of the Commerce of *Ireland*, removing the Restraints to which it was before oppressively subjected; I shall proceed to some other Particulars, respecting the Obligations which the Masters of Merchant-Ships, and the Seamen are under, both by the Laws of Conscience, and those of their Country.

Hob. Rep.  
Fol. 11.  
*Ridgeman's*  
Case.

A Master of a Ship is appointed by the Owners under a Supposition of his having a sufficient Capacity and Integrity to discharge the Trust reposed in him, by a faithful, prudent, and discreet Management of the Ship, and Affairs committed to his Care . . . . . He hath no Property, either general or special, in his being constituted, though the Law looks upon him as an Officer, who must render and give an Account for whatsoever is put into his Custody and under his Direction; and therefore whatever Misfortunes happen, or Losses occur, be they through Negligence, Wilfulness, or Ignorance, either in himself or Mariners, he must be responsible.

In Chancery.

A Master of a Ship, so appointed by B. Owner, treats with the Plaintiff to take the Ship to freight for 80 Tons, to sail from *London* to *Falmouth*, and so from thence to *Barcelona*, without altering the Voyage, and there to unlade, at a certain Rate per Ton: And to perform this the Master and Merchant entered into a Charterparty; the former obliging the Ship and her Appurtenances (valued at 300*l*.) though the Owners of the Ship were no Parties thereunto; the Master deviates and commits Barretry, and the Merchant thereby becomes a Sufferer in the Loss of his Voyage and Goods, for the Merchandize (being Fish) arrived not till Lent was passed, and then rotten. The Factor, to whom the Cargo went consigned, in order to procure Satisfaction for his Employer, sueth the Master in the Court of Admiralty at *Barcelona*, and upon an Appeal to a higher Court in *Spain*, obtains Sentence against the Master and the Ship; which coming to the Merchant's Hands, the Owner brings an Action of Trover for the Ship; the Master sues in Chancery to stop the Suit, and another brought by the Owner for Freight, claiming Deductions out of both, for his Damages sustained by the Master's Breach of Articles; for if the Owner gives Authority to the Master to contract, he shall bear the Loss; but in Case of Bottomry after the Voyage begun, the Master cannot oblige the Owner beyond the Value of the Ship; but this Case is on Contract.

Jure Mar. P.  
230.

*Lord Chancellor.* The Charterparty values the Ship at a certain Rate, and you shall not oblige the Owners farther, and that only with Relation to the Freight, not to the Value of the Ship; the Master is liable to the Deviation and Barretry, but not the Owners; else Masters would be Owners of all Men's Ships and Estate.

Mitch. 29.  
Car. II.

The Master of a Ship buying provisions for a Ship, and having Money from the Owners to pay for Provisions, nevertheless takes them upon Credit, and fails. The Owners are liable to pay the Debt in Proportion to their respective Shares in the Ship.

2 Vern. 643.  
In Chancery,  
1709.

The Master of the Ship took Beef, Sails, &c. on Credit, and failed; the Owners were obliged to pay, and not allowed to defend themselves, by insisting

ing that the Master was liable only, and that they had given him Money to pay the Plaintiff. He is but their Servant, and therefore for his Purchases they are answerable, and continue so till he has paid the Creditor, though they gave him Money for that Purpose.

As soon as Merchandizes, or other Commodities, are put aboard a Ship, whether she be riding in Port, Haven, or any other Part of the Seas, he that is *Exercitor Navis* (Master of her) is chargeable therewith, and if the same be there lost or purloined, or sustain any Damage, whether in the Haven or Port, before, or upon the Seas, after she is on her Voyage, either by the Mariners, or by any other through their Permission, he that is the Commander must answer the Damage, for the very Lading the Goods aboard the Ship subjects him thereto. And with this agrees the *Common Law*, where it was adjudged, that Goods being sent aboard a Ship, and the Master having signed his Bills of Lading for the same, the Goods were stowed; and, under Pretence of being Press-Masters, divers Persons, in the Night, entered the Ship, and robbed her of those Goods; the Merchant brought an Action at *Common Law* against the Master; and the Question was, whether he should answer the same; for it was alledged on his Part, that there was no Default or Negligence in him, as he had a sufficient Guard, the Goods were all locked up under Hatches, and the Thieves came as *Press-Masters*, and by Force robbed the Ship; and that the same was *Vis Major*\*, which he could not prevent: And lastly, that though he was Master, or *Exercitor Navis*, yet he had no Share in the Ship, and was but in the Nature of a Servant, acting for a Salary. But notwithstanding, it was adjudged to the Plaintiff; for the Master at his Peril must see that all Things be forthcoming which are delivered to him, let what Accident soever happen (the Act of God, or an Enemy, Perils and Dangers of the Seas only excepted) but for Fire, Thieves and the like he must answer; and is in the Nature of a common Carrier; and that though he receives a Salary, yet is a known and public Officer, and one that the Law looks upon to answer; and the Plaintiff hath his Election to charge either Master or Owners, or both, at his Pleasure, though he can have but one Satisfaction.

If a Master shall receive Goods at the Wharf, or Key, or shall send his Boat for the same, and they happen to be lost, he shall likewise answer both by the *Marine* and *Common Law*.

*Mayor and Com. de London, against Hunt.*

Error of Judgement in *B. R.* in Assumpsit brought by the Mayor and Commonalty against *Hunt*, where they declared of a Custom that they and their Predecessors, Mayors, &c. had of every Master of a Ship 8s. per Ton, for every Ton of Cheese brought from any Place in England, to the Port of London, *ab Oriente de London Bridge* (to the Eastward of London Bridge) in the Name of Weighage; and that the Defendant being Master of a Ship had brought to the Port of London so many Tons which at that Rate came to so much, which he had not paid; upon *non Assumpsit*, Verdict and Judgement for the Plaintiff. Upon which *Hunt* the Defendant brought a Writ of Error, and two Errors were assigned: 1. That the Action did not lie against the Master, but that the Duty was due from the Merchants, Owners of the Goods; but the Judgement was affirmed, for that the Master is entrusted with the Goods and hath a Recompence from the Merchants for bringing the Goods, and is responsible for them, and therefore shall be charged for the Duty; as it would be infinite to search for the Owners of the several Goods which are all in the Custody of the Master who brought them into Port, and therefore he shall be charged.

If Goods are shipped, and an Embargo or Restraint is afterwards issued by the Prince or State where the Master then is, and then he breaks Ground or endeavours to sail away, and in Consequence thereof any Damages ensue, he shall be responsible for the same; the Reason is, because his Freight is due, and must be paid; nay, although the very Goods be seized as *bona contrabanda*.

\* The which the Civil Law does sometimes allow. + Reg. 105. F. N. B. 104 b. 18. Inf. 89. 4 Co. 84. 2 Mo. 876. Hob. 17. 18. Poph. 178, 179. Cro. Jac. 188, 189, 330, 331. Salk. 388. 1 Sh. 36.

Forn. 241.

A Ship was let out to Freight to *Y. S.* in *England*, at *3l. 10s. per Ton*, to go to *Bordeaux*, then an Embargo is laid; she afterwards proceeds to *Bordeaux*, and the Master, without discovering his first Contract, agrees with the Correspondents there of *Y. S.* to allow him *6l. 10s. per Ton*; upon this last Agreement he recovered at Law; and Equity would not relieve, because the Performance of the first Agreement was hindered by the Embargo.

Lex. Oleron.  
Judg. 2.

A Master ought not to sail in tempestuous Weather, nor put forth to Sea, without having first consulted with his Company; nor must he stay in Port or Harbour without just Cause, when a fair Wind invites his Departure.

If a Vessel proves leaky or disabled, the Master ought not for that to put any of his Merchants Goods aboard any Enemy's Ship, without Letters of safe Conduct, as by so doing they may be made Prize, and he be obliged to answer the Damages consequent to the Action.

15 Hen. VI.  
C. 8.

Nor shall he put into any Creeks or other Places disallowed, except driven in by Tempest, but into such Ports as are by Law appointed.

1 El. C. 11.  
S. 2.

Nor ought he to ship any Merchandizes, but only at the publick Ports and Keys.

15 and 14  
Car. II. C.  
11. S. 14.

He must not lade any prohibited or unlawful Goods, whereby the whole Cargo may be in Danger of Confiscation, or at least subject to Seizure or Surreption.

1 Jac. C. 25.  
12 Car. II.  
C. 18.

He may not sail without able and sufficient Mariners, both for Quality and Number.

Id. Raymond.  
Page 22.  
Wilson verf.  
Birds.

The Ship was libelled against in the Admiralty, for that the Master, being taken by a *French Privateer*, had ransomed the Ship for 300*l.* and had sued for the Payment of it, and was carried Prisoner to *Dunkirk*, and the Money was not paid, &c. and Sentence was given in the Admiralty against the Ship; and upon Motion for a Prohibition, it was denied by *Holt*, Chief Justice, then alone in Court; because the Taking and Pledge being upon the high Sea, the Ship, by the Law of the Admiralty, shall answer for the Redemption of the Master by his own Contract. *Ex relatione m'ri Place.*

Id. Raymond.  
P. 152.  
Bronson verf.  
Jeffries.

Motion was made for a Prohibition to the Court of Admiralty, where a Suit was prosecuted against a Ship, which the Master had hypothecated for Necessaries, being upon the Sea in Stress of Weather; and the Suggestion was, that the Agreement was made, and the Money lent upon Land, viz. in the Port of *London*, it being a *Venetian Vessel*, which came here by way of Trade, and not Stress of Weather; but per *Holt*, Chief Justice, the Master of the Ship has Power to hypothecate, but he cannot sell it; and, by the pawning, the Ship becomes liable to Condemnation. This was resolved in solemn Debate, in the Case of *Costard v. Lewistie*, 2 Will. and Mar. B. R. Then there is no Remedy there for the Hypothecation, but by Way of Contract: Therefore, since the King's Bench cannot do Right to the Parties, it will not hinder the Admiralty from doing them Right; for if the King's Bench allows the Hypothecation, and yet denies the Remedy, it will be a manifest Contradiction.—An Action was brought upon the Stat. 2 Hen. IV. Cap. 11. for suing in the Admiralty on an Hypothecation, and it was held to be out of the Statute, in the Time of Lord Chief Justice *Hale*. And as to the Objection, that the Contract was made upon the Land, and the Money paid there, it must of Necessity be so; for if a Man be in Distress upon the Sea, and compelled to go into Port, he must receive the Money there, or not at all. And if his Ship be impaired by Tempest, so that he is forced to borrow Money to refit, otherwise she will be lost and for security of this Money, he pledges his Ship, since the Cause of the Pledging arises upon the Sea, the Suit may well be in the Admiralty Court: But because there was a Precedent, where a Prohibition in such Case had been granted, the Court granted the Prohibition, and ordered the Plaintiff to declare upon it, for the Law seemed clear to them, as before is said.

Costard verf.  
Lewistie.S. C. 1 Sal.  
33. Carth.  
518. Id. Ray-  
mond, P. 576,  
577. 578.

The Defendant, as Executrix to the Master of a Ship, libelled in the Admiralty Court for the Wages owing to the Testator by the Owner; upon which the Plaintiff to have a Prohibition, suggested the Stat. of 15 Rich. II. Cap. 3. that the Admiralty Court shall not have Cognizance of Contracts made upon the Land, and shews this Contract to have been made upon the Land, &c. and this



this Case was moved in several Terms, but opposed, and the Council for the Prohibition argued, that Prohibitions are grantable *de jure*, and are not discretionary in the Court, *Raym.* 3, 4. That the Case in *Winch, Rep.* 8. was the first Case where a Prohibition was denied, in Case of a Suit by Mariners for their Wages, in the Admiralty Court, and the Denial was grounded upon Compassionate Reasons, because they were poor Men, and because there they might join in Action, but here they must sever; but the said Case is contrary to the Reasons and Grounds of the Law; for where the Contract is made upon the Land, though the Service was done upon the Sea, it is out of the Jurisdiction of the Admiralty; and so *vice versa*, if the Service was done upon the Land, and the Contract upon the Sea, *12 Co.* 79, 80. *Staunf.* 51, *b. Hob.* 212. A Consultation is always denied in Case of a Suit by Mariners, if there is a Charter-party; and the Sealing of a Writing cannot make any Difference in Reason, *Raym.* 3. A Prohibition granted where the Master libelled alone; and *contra*, it was said for the Defendant, that the Case of Mariners was now settled, and ought not to be stirred; but that the great Reason why they are permitted to sue there is, the Ship is the Debtor, and by the Law of the Admiralty they may attach her, which they cannot do by the Common Law; and in the Admiralty Court they may all join in Suit, whereas by the Common Law they must bring several Actions: That the Case of the Master is not different, for the Ship is Security to him, and he is but a Mariner, and his Wages are Wages at Sea; but however, where the Master dies in the Voyage, as he did in this Case, there can be no Reason to exclude his Executors from suing in the Admiralty, because he had no Opportunity of bringing his Wages to Account with the Owners. And in *2 Vent.* 181. *Allison v. Marsh*, the Purser, though an Officer of the Ship, was allowed to sue for his Wages in the Admiralty. And in *2 Keb.* 779. *pl. 6. Rex. v. Pike*, a Prohibition was denied where the Master and Mariners joined in a Suit in the Admiralty for their Wages (but *Holt* said, that a Prohibition ought to have been granted *quoad* in the said Case) and he cited a Case *Hil.* 27. and 28 *Car.* II. C. B. between *Cook* and *Older*, where *Atkins* and *Ellis*, Justices, were of Opinion, that a Prohibition ought to be granted to the Suit in the Admiralty Court, by the Master of a Ship for his Wages, though *North*, Chief Justice, and *Wyndham*, Justice, held the contrary Opinion. But *Holt*, Chief Justice, said, that it is an Indulgence, that the Courts at *Westminster* permit Mariners to sue for their Wages in the Admiralty Court, because they may all join in Suit; and it is grounded upon the Principle, *Quod communis Error facit Jus*, but they will not extend it to the Master of the Ship, especially if he was Master at the Beginning of the Voyage here in *England*, and the Contract was made with him here. Possibly if the Master of a Ship died in the Voyage, and another Man took upon him the Charge of the Ship upon the Sea, such Case might be different. As in the Case of *Grosvenor v. Louthfly*, where it was held in this Court last-ly, that if a Ship was hypothecated, and Money borrowed upon her at *Amsterdam*, upon the Voyage, he who lent the Money may sue in the Admiralty for it; and this Court granted a Consultation in that Case: But in another Case, where the Money was borrowed upon the Ship before the Voyage, the King's Bench granted a Prohibition, and the Parties acquiesced under it. There are many Precedents in the Court of Admiralty of Suits by the Mariners for their Wages, but none for the Master of the Ship: And the Cases differ; for the Mariners contract upon the Credit of the Ship, and the Master upon the Credit of the Owners of the Ship, of whom generally he is one, &c. It was moved, that the Court would compel the Plaintiff to put in Bail to the Action to be brought for the Wages at Common Law, or otherwise deny the Prohibition, which it was said had been done often: *Holt*, Chief Justice, confessed that the Court had sometimes interposed, and procured Bail to be given, but it was by Consent, and in Case of the Proprietor himself; but in Regard that in this Case the Plaintiff was a Purchaser without Notice, there was no Reason, and a Prohibition was granted.

*BALLAM* libelled in the Admiralty against a Ship of *Norway*, for that she s. c. 1 *Salt*. being in great Distress for Want of an Anchor and Cable, the Master contracted



with *Ballam*, who delivered them on board, &c. upon which a Motion was made in this Court for a Prohibition to be directed to the Judge of the Admiralty, to prohibit him from proceeding in the said Suit, upon a Suggestion that the said Contract was made upon the Land, viz. at *Ratcliffe*, upon the River *Thames*, the said Ship being then there; and a Rule was made, that the Defendant should shew Cause why a Prohibition should not go; upon which it was shewed for Cause, 1. That of late Times the Admiralty had been always encouraged, and that they ought to have Cognizance of all Things incident to the Navigation, therefore they shall have Cognizance of a Suit for Mariners Wages. 2. That in this Case the Defendant would be without Remedy, if a Prohibition should be granted; because the Master of the Ship with whom the Contract was made, was dead, and the Part Owners were Foreigners. 3. That the Contract being upon the Land will not hinder the Admiralty to hold Plea, as was held in the Case of *Coffard v. Lewstie*, where a Libel was in the Admiralty against a Ship upon a Hypothecation made of her at Land, and that appeared upon the Instrument of Hypothecation, which mentioned it to have been made at *Rotterdam*; and yet a Prohibition was denied after great Consideration. Now here, though the Anchor, &c. were sold upon the Land, yet the Strefs of Weather which disabled the Ship, was upon the high Sea, and therefore the original Cause being within the Jurisdiction of the Admiralty, will draw the Residue to it as incident. *Sed non allocatur*, for, *per curiam*, this is not like the Case of *Coffard v. Lewstie*, 1. Because it does not appear in this Case, that this Ship was in her Voyage when she became in Distress, for Want of an Anchor, &c. and at the Time of the Contract. 2. There was no Hypothecation here, as there was in the Case cited; now where there is an Hypothecation, if the Admiralty should be prohibited to proceed, &c. the Party would be without Remedy, for no Suit can be against the Ship at Common Law upon it. Now it is true, that by the Maritime Law every Contract with the Master of a Ship implies an Hypothecation; but it is otherwise by the Law of *England*; therefore this being a Contract made with the Master upon the Land, it is the common Case; the Admiralty cannot have Cognizance of such a Suit, and therefore a Prohibition was granted: But, at the Importunity of the Defendant's Council, the Court gave Order that the Plaintiff should declare upon it, &c.

S.C. *Salt*. 35. WATSON was Master of a Merchant Ship, which was taken at Sea by a French Privateer; *Watson* agreed with the Captain of the Privateer for the Ransom of the Ship and Goods at 1200*l.* and as a Pledge or Security for the Payment of the Money, *Watson* was detained and carried into *France*; but the Ship and Goods were released, and brought into *Bristol*, where the Ship was unladed, and the Goods landed (after Custom paid) and delivered to one *Day*; but whether in Trust for the Benefit of the Master, or for the Use of the Owners, was not agreed. *Watson* commences his Suit in the Court of Admiralty against the Owners, to compel them to pay the 1200*l.* and redeem him; and thereupon a Warrant was issued out of that Court to arrest the Ship and Goods, *in quoddam causa salvagii*, in order to compel the Defendant to appear there, and the Ship and Goods were seized thereon: A Prohibition was prayed as to the Goods, suggesting the Seizure on Land *infra corpus comitatus*, and so not within their Jurisdiction; it was insisted, that the Master had no Power to make such an Agreement, nor to subject the Goods to the payment of his Ransom, without the express Authority and Consent of his Owners. The Power of Hypothecation in a Voyage for Necessaries is incident to his Office, and allowed for the Necessity of the Thing, and the Benefit of the Owner; but this is not so, for this is a Redemption, and a new buying of the Ship; and if this be allowed lawful, it will give a Power to the Master to do an Injury to the Owners, by obliging them to the Performance of an Agreement of his making, upon any Terms never so unreasonable, and to compel them to pay more than the Ship and Goods are worth, as the Agreement in this Case is: Besides, the Power of the Master is only over the Ship, and he has no Power over the Goods and Lading to make any Disposition thereof; admitting the Master has such Power to subject the Goods to the Payment of his Ransom, yet

yet he ought not to bring the Suit in his own Name, but the Suit ought to be carried on in the Name of the Vendee, or Purchaser of the Goods. Admitting this Suit proper, yet the Seizure is illegal; for the Court of Admiralty cannot award such Process; as their first Process to compel the Party to appear is in the Nature of an Execution against the Goods, and they can no more begin with such Process than an inferior Court; and as a Prohibition shall be awarded to any inferior Court, in such Cases, so ought it in this, though the Party have not yet appeared, nor any Libel be as yet exhibited; and so was it done in the Case of *Capt. Sands and Sir Josiah Child, 5 Will. and Mar.*

On the other Side it was insisted, that no Prohibition ought to go in this *Salt. 31.* Case, for that the Master has Power in this Case, to subject the Goods to the Payment of his Redemption; and it is founded on the same Reason as his Power of Hypothecation, the Necessity of the Thing, and the Benefit of the Owners, by parting with some Part of the Goods to save the Rest, whereas otherwise the whole would have been lost; so is *Molloy 213, 214. Hob. 11, 12.* but this being a Matter and a Cause properly within the Jurisdiction of the Court of Admiralty, shall be determined there: And in a Maritime Cause, whereof they have Cognizance, the Process of the Court may be executed upon Land, *infra corpus comitatus, &c.* As to the Objection that the Suit *in curia admiralitatis* ought not to be in the Master's Name, it was answered, that it is most proper in his Name, for the Captors to whom the Ransom belongs, and who have the Master in their Custody, cannot sue in their own Name, because they are Enemies; but if the Suit be not carried on between proper Parties, it is good Cause for an Appeal, and shall be determined by the Rules of the Marine Law, but it is no Ground for a Prohibition. But admitting the Merits of the Cause to be against the Master, yet the Owners come too soon for a Prohibition before they have appeared, and before any Libel exhibited, so that it cannot appear to this Court what the Nature of the Suit is.

The Court desired to hear a Civilian before they made any Rule in this Case, and accordingly *Dr. Lane* attended for the Plaintiff *in curia admiralitatis*: He argued, that Salvage, or *causa salvagii*, as is mentioned in the Warrant, is of Admiralty Jurisdiction; that the Master represents both the Owners of the Ship and the Traders, and has a Trust reposed in him, which extends to the Goods as well as the Ship; the Master may detain the Goods of the Merchant for the Freight of the Ship or Wages of Mariners. The Master in this Case, by the Marine Law, hath an Hypothecation of the Goods to him, to keep till Payment be made of the Money agreed, and not only a bare Possession; and therefore though he depart with the Possession of the Goods before Payment, that does not divest his Interest. The Goods were in the Power and Possession of the Enemy, who might have kept or destroyed them all, if they had not been redeemed by the Master, which is for the Benefit of the Owners. Redemption, is a Redemption by the Master, who gives Security for the Payment of the Money agreed, by subjecting his Person as a Pawn or Pledge, so that he has, as it were, paid for the Goods. This Power of Redemption is not founded on the *Rhodian Laws*, or the *Laws of Oleron*, but arises from the Custom and Law of Nations, and the same Custom or Law gives the Master in this Case an Interest in the Ship and Goods.

It was agreed by the whole Court, that no Prohibition should be granted in this Case.

*Holt*, Chief Justice, said, that it seemed very just and reasonable in this Case, that the Owners of the Goods ought to pay the Redemption. If a Pirate should take the Ship and Goods, and the Master redeem them, the Owners shall make him Satisfaction; and then much more in this Case, when taken by an Enemy. When the Master makes a Composition for the Benefit of the Owners, it is highly reasonable that he should be indemnified. The whole Ship and Goods would have been Prize, if he had not made this Composition; therefore where there is an instant Danger of losing Ship and Goods (as in this Case, when they were under the Capture and Power of the Enemy) and no hopes of saving them then appears (though afterwards it

may happen that the Ship may be rescued on fresh Pursuit) cannot the Master make such an Agreement as this, as well as he may throw part of the Goods overboard in Case of a Tempest, to save the Rest? The Master has the Custody and Care of the Ship and Goods: Supposing then that the Master has such a Power of compounding, the Goods then remain to him as a Security, and he may detain them till Payment, as he may for Freight; but then it is to be considered, whether, when he has once delivered them to the Owner, or to his Use, he has not departed with his Security, and has no Way to come at them again, as it is in Case of Freight. These Things are considerable if we go into the Merits of the Cause, but that not being before us, I give no Opinion therein.

*S. C. Salk. 37. Ld. Raymond. P. 982, 983, and 984. Trinity Term. 2 Ann. Reg. Johnson ver. Shippen.* A Ship was outward bound to *and being in Distress at Sea in* her Voyage put into *Boston in New-England*, and there the Master took up Money, which he applied in Necessaries for the Ship; and, as a Security for the Repayment, by Way of Hypothecation, made a Bill of Sale to the Party, of Part of the Ship, who now libelled in the Court of Admiralty against the Ship and Owners, to compel the Payment of the Money. Serjeant Darnall moved for a Prohibition, and a Day was given to hear Counsel on both Sides. On the Day, Serjeant Darnall insisted, that as this Case is, there ought to go a Prohibition, because it appears, upon the Face of the Libel, that this Hypothecation was upon Land in Port, viz. at *Boston*, and not upon the Sea, as it ought to be, to give that Court a Jurisdiction. Besides this appears to be a Bill of Sale of Part of the Ship, upon which the Party may have his Remedy at Common Law, and not a proper Hypothecation. Also the Proceedings are against the Owners as well as against the Ship; and, if the Owners are liable, they are chargeable at Common Law.

*Mr. Cbesyre* against the Prohibition. It makes no Difference whether the Hypothecation were upon the Sea or upon Land, being done in a Voyage; and a Prohibition has been denied upon the same Point as this Case, in this Court, between *Cofard and Louthesly, Trin. 1 Wil. & Mar.* where the Hypothecation was in Port, viz. at *Rotterdam*. The same was adjudged here, *Hil. 1696*, between *Benoir and Jeffrys*; and about a Year since between *Justin and Ballam*, a Prohibition was granted, because it did not appear there was any Hypothecation. In this Case the Necessity of the Thing requires that it be done at Land and it would be prejudicial to Navigation, if this Suit in the Admiralty should not be.

*Holt, Chief Justice.* The Case of *Cofard and Louthesly* was the same as this; and there, on a Demurrer to a Declaration in a Prohibition, a Consultation was awarded by the whole Court. When an Hypothecation is made, either for Money to buy Necessaries, or for Necessaries for the Ship in a Voyage, the Court of Admiralty have a Jurisdiction, for the Party has no other Remedy; we cannot give him any Remedy against the Ship; and if the Suit there should not be allowed, the Master will have no Credit to take up Necessaries for the Use of the Ship.

*Powel, Justice, of the same Opinion.*

*Holt, Chief Justice.* No Master of a Ship can have Credit abroad, but upon the Security by Hypothecation; and shall we hinder the Court of Admiralty from giving Remedy, when we can give none ourselves? It will be the greatest Prejudice to Trade that can be, to grant a Prohibition in this Case. Indeed, if a Ship be hypothecated here in *England* before the Voyage begin, that is not a Matter within the Jurisdiction of the Court of Admiralty, for it is a Contract made here, and the Owners can give Security to perform the Contract. Which *Powel* agreed.

*Holt, Chief Justice.* There is no Difference whether the Hypothecation be alledged in the Libel to be made in Port, or appears so to be by the Suggestion, as it was in the Case of *Cofard and Louthesly*; and as to what you say, that this is a Bill of Sale, and so a Remedy at Law, that is not so, for the Master has no Authority to sell any Part of the Ship, and his Sale transfers no Property; but he may hypothecate. And since the Proceedings in the Court of Admiralty are against the Owners as well as against the Ship, let a Prohibition go *quoad* the Proceedings

Proceedings against the Owners, and let them go on to condemn the Ship. To which the rest of the Judges agreed.

The preceding few Cases may serve to show the Power lodged in the Captain to engage his Ship for Payment of what Cash he may take up for his Repairs and Use; and though the Law disallows of his selling her, yet she is obliged for the fulfilling his Contracts so far as her Value, and that of her Freight (as has been shewn before); though he on his Part must give a just Account to the Owners, how the Money he has received was expended, and is consequently answerable to them for the same, and to act upon the Trust reposed in him, and the Good Conduct expected from him.

He must not carry any counterfeit Cockets or other fictitious and colourable Ship-Papers, that may occasionally involve the Goods of the Innocent with the Nocent.

Nor must he refuse the Payment of any just and ordinary Duties and Port Charges, Customs or Imposts, to the Hazard of any Part of his Lading; yet if he offers that which is due and he ought to pay, then he is excused. *Leg. Oleron.*

Boats, Anchors, and Sails are distrainable if the Master refuses to pay Port Duties, but no Part of the Cargo, for the Ship and its Masters are answerable for these Duties, as was adjudged in Favour of the Mayor and Burgeses of Newcastle, *Salkeld* 249, *Michaelmas Term*, 10 Will. III. But Chief Justice Holt gave a separate Opinion from the Court, that the Cargo is likewise liable. It is, however, the safest Way to distrain Things belonging to the Ship, or to the Master.

In some foreign Ports it is the Practice, upon any Dispute respecting the Payment of Harbour Dues and Fees, and the Refusal of the Payment of Debts contracted by the Master, to unhang the Rudder of the Ship, and to deliver it to the Quay-Master or some other Officer of the Place, till the Matter in Litigation is decided, or Satisfaction is made for the Demands of the Creditors on the Master. This is the established Custom at Ostend in particular, and as it absolutely prevents the Sailing of a Ship on her Voyage, should be carefully attended to by the Owners and Freighters, in their Orders to their Agents in such Ports, that they may readily make themselves responsible in such Cases, and thereby guard against the Consequences of the obstinacy and Perverseness of many Masters, who very often will not submit to the Advice of the Agent or Factor to whom the Ship is consigned.

Every Master ought carefully to examine his Rigging and Tackle before proceeding on a Voyage, that he may not fail with any insufficient and defective; nor ought he to go with fewer or smaller Cables than is usual and requisite for a Ship of equal Burthen with his; for, if any Damage happens in delivering the Goods, either in a Lighter or otherwise, by the breaking of a Rope or the like, he must be answerable for it; but when once out of his Custody, he is no further responsible; so that if on taking them out of the Lighter at the Wharf or Key, they are any Ways damaged, the Wharfinger then (and not the Master) must be accountable for it. But if fine Goods, or the like, are put into a close Lighter, to be conveyed from the Ship to the Key, it is usual in this Case for the Master to send a competent Number of his Mariners to look to the Merchandise, and if then any Part thereof be lost or embezzled, the Master is responsible\*, and not the Wharfinger; but if such Goods are to be sent on board a Ship, there the Wharfinger at his Peril must take Care that the same be preserved.

On his Arrival at his destined Port, his first Care should be to see his Ship well anchored and moored, and, after she is reladen, not to depart till she is cleared; for if any Damage happens through his, or his Mariner's Fault or Neglect, whereby the Cargo is prejudiced, he must answer the same. *18 Elia. C. 9. 14 Car. II. C. 1.*

If there is a Consul or Vice Consul appointed by his Sovereign, or by any Commercial Company authorized by the Crown, to appoint such an Officer, resident at the Port where any merchant Ship arrives, it is the Duty of the Master to report his Arrival with his own Name, the Name of the Ship, and whereof her Cargo principally consists, and to put himself under his Protection, as far as his Authority extends, during his Stay in Port. If the Master does not conform to the legal Orders of the Consul of his Nation, and any Accident or

Damage

\* *Falsch. 26 Car.* ruled at Guildhall by L. C. Holt.

Damage happens to his Ship or Cargo, he will be answerable, and not the Owners or Freighters. As in the following Case: A Master of an English Ship had moored her in the Harbour of Ostend, in a Place judged improper by the Quay-Master; on being ordered to remove her to another, he refused to obey either the Quay-Master, or the Consul. The Quay-Master thereupon cut the Cables, and the Ship being adrift, bulged against the opposite Side of the Basin, and was considerably damaged. The Consul, at the Request of the Merchant to whom the Cargo was consigned, protested against the Master, in Favour of the Owners, and he paid the Damages. He would have been imprisoned by the Magistrates of Ostend, if the Consul had not interceded.

Digest. L.  
Cum in Debi-  
to F. de P.  
bat.

Lib. 1. Cod.  
de Navibus  
non excus.

And as the Law subjects him to the aforesaid Things in Port, so it does to many others in his Voyage; as that if he deviates in his Course without just Cause, or steers a dangerous and unusual one, when he may have a more secure Passage (though to avoid illegal Impositions he may somewhat change it); nor may he fail by Places infested by Pirates, Enemies, or other Places notoriously known to be unsafe, nor engage his Vessel among Rocks, or remarkable Sands, not being necessitated thereto by Violence of Wind and Weather, or deluded by false Lights.

No Master is answerable for the Contracts of his Mariners, unless he has recommended them to Credit, but they may be detained for Debts, or Misdemeanours.

He that will charge a Master with a fault in Relation to his Duty, by the Marine Law, must not think that a general Charge is sufficient, but he ought to assign and specify the very Fault wherewith he is so charged.

So he that will infer, that such or such a sad Disaster hath happened, or been occasioned by Reason of some fault in the Mariners, must not only prove the Fault itself, but must also prove the Fault did dispose to such a sad Event; or that such a Misfortune could not have happened, without such a Fault precedent.

1 Roll. Abr.  
530.  
Furnes ver.  
Smith.

If an Infant, being Master of a Ship, contracts to bring Goods from any Port to England, and there to deliver them, but does not deliver them according to Agreement, but wastes and consumes them, he may be sued in the Admiralty Court although he be an Infant; for this Suit is but in Nature of a *Detinue* or a *Trover* and *Conversion* at the common Law; and a Prohibition denied for that Cause.

A Master can let out his Vessel to freight, take in Goods and Passengers, mend and furnish his Ship, and to that Effect he may (if need be) in a strange Country, borrow Money upon the Ship, some of the Tackle, or sell some of the Merchandise; and in this latter Case, the highest Price that the Remainder is sold for, must be paid to the Merchant or Owner of them, who in Return must pay freight as well for what (through Necessity) was so sold, as for what remained. *Leg. Oleron* 1. But if the Ship in the Voyage afterwards should happen to be cast away, then only shall be tendered the Price that the Goods were bought for.

Leg. Oleron.  
C. 22.  
Rich. 11. 12.  
Leitch 252.  
Noy 96.  
Ma. 918.  
Leg. Oleron.  
C. 2. 12.  
Salk. 34 pl. 1.

By the *Common Law*, the Master of a Ship should not impawn the Ship or Goods; for any Property, either general or special, was not him in, nor is such Power given unto him by the constituting of him a Master. Yet the *Common Law* hath held the Law of *Oleron* reasonable, that if a ship springs a Leak at Sea, or is in Want of Victuals and other Necessaries, whereby she is either in Danger, or the Voyage may be defeated, that in such Case of Necessity the Master may impawn for Money, or other Things, to relieve such Extremities, by employing the same to that End; and therefore he being the Person trusted with the Ship and the Voyage may be reasonably thought to have the Power given to him implicitly, rather than to see the whole lost.

2 Vernon 645.  
In Chancery  
1709.

The Master of a Ship putting into Port by Strefs of Weather on his Voyage, and having no Money may hypothecate, or mortgage the Ship, for Necessaries or Repairs, and the Owners must indemnify him; but he cannot sell the Ship, neither ought he, except in the Case of extreme Necessity, to sell any Part of his Cargo. Indeed this Necessity can scarce ever happen, unless a Ship is driven into a Place inhabited by Barbarians; for it is usual in the Ports of all civilized Nations, to take the Master's Bills of Exchange on the Owners or Freighters for Repairs or Provisions.

But

But if the Master takes up Money to repair or victual a Ship when there is no Occasion, he only shall become Debtor; or if he takes up more Money than was necessary, so that the Lender advances a far greater Sum than was wanted, the Owners shall not be liable; for this would be to encourage Collusion between the Masters and Foreign Agents or Merchants supplying them, supposing both to have fraudulent Designs. The Master therefore ought to be furnished by the Party who has undertaken the Repairs or Victualling in the Foreign Port, with fair attested Bills of the necessary Acts done for the Ship, and of the Money advanced for the same.

But a Master for any Debt of his own cannot legally impawn or hypothecate the Ship, &c. for the same is no ways liable, but in Case of necessity, for the Relief and completing of the Voyage.

Nor can he sell or dispose of the same without an Authority or Licence from the Owners; and when he does impawn or hypothecate the Vessel or Furniture, he ought to have the consent and advice of his Mariners. Siderf. 453. vide 1 Rolle Abr. 530.olls

A Ship being repaired, &c. in the *Thames*, he is not liable, but the Owners. Pere Will. 167.

Though the Master cannot on every Case of Necessity impawn the Vessel or Furniture, for if he be freighted, and he being (an Owner) is to join with the rest in buying Provisions for the Voyage, and perhaps he wants Money (a great Sign of Necessity) yet cannot he impawn the Vessel or Furniture, otherwise, or for more, than his own Share in her, the which he may transfer and grant, as a Man may do an eighth or fifth Part in Land or Houses; but such Obligation of the Vessel must be in foreign Parts or Places where the Calamity or Necessity is universal on the Vessel, that will oblige all the Owners. L. Raym. 152 Oleron. C. 22.

If the Vessel happens afterwards to be cast away, and the Mariners by their great Pains and Care recover some of the Wreck and Lading, the Master in that Case may pledge the same, and distribute the Product among his distressed Sailors, in order to their carrying them home to their own Country: But, if the Mariners no Way contributed to the Salvage, then their Reward is lost and sunk with the Vessel. And if there be any considerable Part of the Cargo saved, he ought not to dismiss the Mariners till Advice from the Freighters or Laders; for otherwise, perchance, he may be made liable. Ditto, C. 34.

If Merchants freight a Vessel at their own Charges, and set her to Sea, and she happens afterwards to be weather-bound, the Master may impawn either the Ship or lading at his Pleasure, or at least such as he could most conveniently raise Money on, rather than see the whole Voyage overfet or lost; and, if he cannot pawn the Lading, he may sell the same, what is, so much as is necessary; in all which Cases his Act obliges; however, Orders and Instructions from his Owners are as carefully to be regarded and followed as the *Magnet*. Leg. Oleron. C. 22.

When a Master shall arrive with his Ship at *Gravesend*, he shall not be above three Days coming from thence to the Place of Discharge; nor is he to touch at any Quay or Wharf till he comes to *Chester Quay*, unless hindered by contrary Winds or Draught of Water, or other just Impediment, to be allowed by the Officers: And likewise he or his Purser are there to make Oath of the Burthen, Contents, and Lading of his Ship; and of the Marks, Number, Contents, and Qualities of every Parcel of Goods therein laden, to the best of his Knowledge; also where, and in what Port, she took her Lading, in what Country built, and how manned, who the Master during the Voyage, and who the Owners; and in Out-Ports must come up to the Place of unlading, as the Condition of the Port requires, and make Entries on Pain of 100*l*.—Nor is such a Master to lade aboard any Goods outward to any Place whatsoever, without entering the Ship at the Custom-house, her Captain, Master, Burthen, Guns, Ammunition, and to what Place she intends, and before Departure to bring in a Note under his Hand, of every Merchant that shall have laid aboard any Goods, together with the Marks and Numbers of such Goods, and be sworn as to the same, on Pain of 100*l*. Car. II. C. 18.

*Note*, There is a List of all foreign built Ships in the Exchequer.

The Mate of a Ship, as well as a single Mariner (or a Number of them) may sue in the Admiralty Court for their Wages, as the Mate only differs from the Sailors in Title, being a Servant to the Master with whom he contracts as the Mariners do. Ld. Raymond. P. 398, 632.



1. *Raymond*,  
P. 693.

Upon a Motion for a new Trial in an Action for a Seaman's Wages, *Holt*, Chief Justice, said, that if the Ship be lost before the first Port of Delivery, then the Seamen lose all their Wages; but, if after she has been at the first Port of Delivery, then they lose only those from the last Port of Delivery; but if they run away, although they have been at a Port of Delivery, yet they lose all their Wages. *Ex relatione m'ri Jacob*.

If a Ship be taken by the Enemy before she arrives at her first Port of Delivery, the Seamen cannot recover any Wages; but if she has delivered her Cargo, and is taken on her Return, they will recover Wages for the outward-bound Voyage, and half the Time of delivering the Cargo at the first Port of Delivery, and no more. As was adjudged in the Case of Seamen belonging to an East Indiaman, taken by the French on her Return Home, by Chief Justice *Holt*. See *Raymond's Reports* 739, 10 *Will. III*.

Ditto, P.  
1211, 1212.  
Mich. Term.  
4. *Ann. Reg.*  
*Wiggins* ver.  
*Ingliston*  
*Clauder*  
ver. *Meade*.

In an Action brought for Mariners' Wages, for a Voyage from *Carolina* to *London*, it appeared, that the Plaintiff served three or four Months; and before the Ship came to *London*, which was the delivering Port, he was impressed into the Queen's Service, and afterwards the Ship arrived at the delivering Port; and ruled by *Holt* on Evidence at *Guildhall*, that the Plaintiff should recover *pro tanto* as he served, the Ship coming safe to the delivering Port. Afterwards, in another Cause in such an Action it appeared that the Plaintiff was hired by the Defendant at *Carolina*, to serve on board the *Jane* Sloop, whereof the Defendant was Master, from *Carolina* to *England*, at 3*l.* per Month; that he served two Months, then the Ship was taken by a French Privateer, and ransomed, and, just as she came off *Phymouth*, the Plaintiff was impressed, &c. and then the Ship came safe into the River *Thames*, where she disposed of her Cargo; and, by *Holt* the Plaintiff can have no Wages, the Ship having been taken by the Enemy and ransomed. Mr. *Raymond* insisted that in that Case he should recover *pro rata*, and that the Usage among Merchants was so; which *Holt* said, if he could prove, it would do; but, wanting Proof of it, the Plaintiff was nonsuited.

Ld. *Raymond*,  
P. 1428.  
*Broxon* ver.  
*Benn & alios*.  
East. Term.  
5. *Ann. Reg.*

The Suit here was for Seamen's Wages, upon the Arrival of the Ship at *Guinea*. *Powell*, Justice, said, he remembered a Case of the like Nature, where a Suit was commenced in the Court of Admiralty, by Sailors for their Wages, upon the Arrival of the Ship at *Newfoundland*; and though the Merchants all held it no Port of Delivery, yet the Court of Admiralty held it the contrary, and so did the Court of Common-Pleas, upon a Motion for a Prohibition.

7 and 8 *Will.*  
III. C. 21.  
S. 10.

Every Seaman that shall serve in any of his Majesty's Ships, or in any Ship belonging to any Subject of his Majesty's Dominions, shall allow out of the Wages for such Service 6*d.* per *Mensem*, for Support of *Greenwich* Hospital, &c. which monthly Allowance shall be collected as shall be appointed by the Commissioners for executing the Office of Lord High Admiral.

Ditto, S. 15.

Licences shall be given, by Order of his Majesty, or the Commissioners of the Admiralty, to any Landmen desirous to apply themselves to the Sea-Service, to serve in Merchant Ships or other trading Vessels, which shall be a Protection against being impressed, for two Years following the Date of such Licence; provided that such Landmen bring to the Register two Inhabitants, or known in the Place where they so enter themselves, who shall assert their Knowledge of such Landmen for two Years past, and in what Business they have known them employed; and, if any Person shall vouch any one for a Landman who shall be proved to be a Seaman, he shall forfeit 20*l.* and any Seaman taking another's Name, or any Person counterfeiting any Licence, shall forfeit 20*l.* and be liable to such further Punishment, as by Law may be inflicted for such Misdemeanour.

8 and 9 *Will.*  
III. C. 23.  
S. 6.

For the better collecting the Duty of 6*d.* per *Mensem*, granted by the 7 *Will. III*. Cap. 21. it shall be lawful for the Commissioners for registering of Seamen, or their Deputies, by Warrant, to cause all Masters of Ships, not in his Majesty's Service to appear before them, and such Masters upon Oath to examine, as to the Number, Wages and Time of Service, of every Person belonging to such Ships; and if such Masters shall refuse to appear, or shall obitainately refuse to give a Discovery of the Matters aforesaid, upon their Oaths, such Offenders shall forfeit 10*l.* to the Uses mentioned in the said Act, to be recovered by Action, &c.

Repealed as to the Registering of Seamen, by 9 *Ann. Cap.* 21. *Stat.* 64.

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The Commissioners, &c. shall take the solemn Affirmation of Quakers, instead of their Oath. § 8 and 9 Will. III. C. 23.

Forasmuch as divers Persons have personated Seamen, who have served or are supposed to have served on board his Majesty's Ships, and thereby have received Money at the Pay-Office, or elsewhere, and have also forged Letters of Attorney or Bills of Sale, Assignments, or last Wills, in the Names of Persons who have served, or were supposed to have served, on board his Majesty's Ships and do also procure Men and Women to personate, and divers wicked People do of their own Accord personate, the Wives, Relations or Creditors of such Seamen, and thereby have falsely taken out Letters of Administration to such Seamen, or have forged Letters of Attorney, Bills of Sale, or other Authorities, in the Names of the Executors or Administrators of such Seamen for the Receipt of such Wages; every such Person, their Aiders or Abettors, that shall be convicted of the said Crimes, shall over and above the Penalties inflicted by any Laws in Force forfeit 200*l.* with Costs, &c. § 10 Will. III. C. 41. §.

No Will of any Seaman contained in the same Instrument, Paper, or Parchment with a Letter of Attorney shall be good in Law. Ditto, §. 6.

No Person shall take more than 1*s.* for the Seal, Writing or suing forth Letters of Administration, granted to the Wife or Children of any Seaman dying in the Pay of his Majesty's Navy, unless the Goods of such Seaman amount to 20*l.* and if any Officer take more he shall forfeit to the Party grieved 10*l.* Ditto, §. 7.

It shall be lawful for two Justices of Peace, as also for Mayors, Aldermen, Bailiffs, and other chief Officers and Magistrates of any City, or Town corporate, and likewise for the Church-wardens and Overseers of the Poor of the several Parishes, with the Approbation of such Justices of Peace, Mayors, &c. to bind out any Boys of the Age of ten Years or upwards, or who shall be chargeable, or whose Parents are chargeable to the Parish, or who shall beg for Alms, to be Apprentices to the Sea-Service, to any of her Majesty's Subjects, Masters or Owners of any Ship belonging to any Port within England, Wales, or Berwick, until such Boys shall attain the Age of twenty-one Years; and the Age of every such Boy shall be mentioned in his Indentures, taken from a Copy of the Register Book, wherein the Time of his being baptized is entered (where the same can be had) which Copy shall be given and attested by the Minister or Curate of such Parish, without Fee, and may be wrote without Stamp: And where no such Entry can be found, such Justices, Mayors, &c. shall inform themselves of such Boy's Age, and insert the same in the Indentures; and the Age so inserted, shall be taken to be his true Age. Ann. C. 6. §. 1.

The Church-Wardens and Overseers of the Parish, from whence such Boy shall be bound Apprentice, shall pay to such Master, at the Time of his Binding, 50*s.* to provide Clothing and Bedding. Ditto, §. 2.

The Overseers of the Poor of every Township or Village may execute the Powers hereby directed. Ditto, §. 3.

No such Apprentice shall be impressed, or suffered to enter into her Majesty's Service, till he arrive to the Age of eighteen Years. Ditto, §. 4.

The Church-Wardens and Overseers shall send the Indentures to the Collector of Customs, residing at any Port whereunto such Masters of such Ship belong; who shall enter all Indentures so sent and make an Endorsement of the Registry thereof, without Fee; and such Collector, neglecting to enter such Indentures, and endorse the same, or making false Entries, shall forfeit 5*l.* to the Use of the Poor of the Parish, from whence such Boy was bound; and such Collector shall transmit Certificates to the Admiralty, containing the Names and Ages of every such Apprentice, and to what Ship he belongs; and, upon Receipt of such Certificates, Protections shall be given for such Apprentices, till they attain their Ages of eighteen Years, without Fee; which Certificates are not required to be wrote on stamped Paper, &c. Ditto, §. 5.

Every Person to whom any Poor Parish Boy shall be put Apprentice, according to 43 *Eliz.* Cap. 2. may with the Approbation of two Justices of Peace of the County, dwelling in or near the Parish where such Poor Boy was bound, or with the Approbation of any Mayor, Alderman, Bailiff, or other chief Officer or Magistrate of any City, Borough, or Town Corporate, where such poor Boy was bound

- by Indenture, turn over such poor Boy Apprentice to any Master of such Ship, for the remaining Time of his Apprenticeship; all which Indentures of Assignment are to be registered, and Certificates thereof transmitted, by such Collector at the Ports where such Parish Apprentices shall be so assigned over, in Manner aforesaid; and Protections shall be given for such Apprentices, till they attain their Age of eighteen Years.
- <sup>2</sup> Ann. C. 6. All such poor Boys, till they attain their Ages of eighteen Years, shall be exempted from Payment of *6d. per Month* to *Greenwich Hospital*.
- Ditto, S. 8. All Masters or Owners of Ships of thirty to fifty Tons shall be obliged to take one such Apprentice, and one more for the next fifty Tons, and one more for every hundred Tons such Ship shall exceed the Burthen of one hundred Tons; and such Master or Owner refusing to take such Apprentice, shall forfeit 10*l.* for the Use of the Poor of the Parish from whence such Boy was bound.
- Ditto, S. 9. Every Master or Owner of such Ship, after his Arrival into Port, and before he clears out, shall give an Account under his Hand to the Collector of such Port to which he belongs, containing the Names of such Apprentices as are then in his Service.
- Ditto, S. 10. Every such Apprentice shall be sent to the Port to which his Master shall belong by the Church-wardens and Overseers of the Parish from whence such Apprentice is bound; the Charges to be provided, as the Charges for sending of Vagrants.
- Ditto, S. 11. The Counterpart of such Indentures shall be attested by the Collector at the Port (where such Apprentice shall be bound or assigned over) and the Constable or other Officer, who shall bring such Apprentices; which Constable, &c. shall, transmit the Counterparts of such Indentures to the Church-wardens and Overseers of the Parishes from whence such Apprentices shall be bound.
- Ditto, S. 12. Two Justices of Peace, dwelling in or near the Ports, and all Mayors, Aldermen Bailiffs, and other chief Officers and Magistrates of any City, Borough or Town corporate, in, or near adjoining to such Port to which such Ship shall arrive, shall have Power to enquire into, and examine, hear, and determine all Complaints of ill Usage from the Masters to such Apprentices, and also of all such as shall voluntarily put themselves Apprentices to the Sea Service, as aforesaid, as in other Cases between Masters and Apprentices.
- Ditto, S. 13. Every such Collector shall keep a Register, containing, as well the Number and Burthen of such Ship, together with the Master's or Owners' Names, as also the Names of such Apprentices in each Ship belonging to their Ports, and from what Parishes such Apprentices were sent; and shall transmit Copies of such Register to the Quarter-Sessions, or to such Cities, Boroughs, Towns Corporate, Parishes, or Places, when required, for which Copies no Fees shall be taken, &c.
- Ditto, S. 14. Every Custom-House Officer, at each of the Ports, shall insert at the Bottom of their Cockets, the Number of Men and Boys on board the Ships, at their going out of every such Port, describing the Apprentices by their Names, Ages, and Dates of their Indentures, for which no Fee shall be taken.
- Ditto, S. 15. Every Person who shall voluntarily bind himself Apprentice to any Master or Owner of a Ship shall not be impressed into her Majesty's Sea Service during three Years from the Date of the Indentures, which Indentures are to be registered, and Certificates thereof transmitted by such Collector at the Port where such Apprentices shall bind themselves, as aforesaid: Upon Receipt of which, Protections shall be given for the said first three Years of their Apprenticeship, without Fee.
- Ditto, S. 17. When Parish Children of the Age of eighteen Years, and other voluntary Apprentices shall be impressed, or enter into her Majesty's Service, the Masters of such Apprentices shall be entitled to able Seamen's Wages for such of their Apprentices as shall upon Examination be found qualified.
- <sup>4</sup> and <sup>5</sup> Ann. C. 19. S. 16. No Master shall be obliged to take any Apprentice under the Age of thirteen Years, or who shall not appear to be fitly qualified, both as to Health and Strength of Body for that Service; and any Widow of the Master of such Ship, or the Executor, or Administrator of such Master, who shall have been obliged to take such Parish Boys Apprentice, shall have the same Power of assigning over such Apprentices, to any other Masters of Ships who have not their Complement, as is given

given by the Act, 2 Ann. Cap. 6. to such Persons as have taken Apprentices, in Pursuance of the 43 F<sup>h</sup>. Cap. 2.

No Person of the Age of eighteen Years shall have any Protection from her Majesty's Sea Service who have been in any Sea Service before the Time they bound themselves Apprentices. 10 Ann. C. 17. S. 1.

To the Intent, that 6d. per Mensen, may be effectually collected, every Person that shall serve her Majesty or any other in any of her Majesty's Ships, or in any Ships belonging to Subjects of Great-Britain or Ireland, or Dominions thereunto belonging, and every Master working in his own Ship, whether employed upon the high Sea or Coasts, or in any Port, Bay, or Creek (other than such Apprentices under the Age of eighteen Years as are exempted from Payment of 6d. per Mensen, by 2 Ann. Cap. 6. and Persons employed in any Boat upon the Coasts in taking of Fish, which are brought fresh on Shore into Great-Britain and Ireland, and Persons employed in Boats that trade only from Place to Place, within any River, or in open Boats upon the Coasts) shall pay the said 6d. per Mensen, for the support of Greenwich Hospital.

The Master of every Ship, not in her Majesty's Service, is required to deduct Ditto, S. 2. out of the Wages accruing to such Seamen 6d. per Mensen, and pay the same to such Officers as shall be appointed by the Commissioners for executing the Office of Lord High Admiral.

It shall be lawful for the Commissioners executing the Office of Lord High Admiral, to appoint Receivers of the said Duty, and to authorise such Receivers to depute the Collectors, or other Officers of the Customs, of the out Ports and of the Ports of Ireland, or such other as they shall think fit, to collect the same; and it shall be lawful for the Commissioners executing the Office of Lord High Admiral, to make such Allowance to them out of the said Duties as they shall judge reasonable. Ditto, S. 3.

It shall be lawful for the said Receivers, or their Deputies, by Warrant to summon all Masters, or (in their Absence) the Owners of Ships not in her Majesty's Service, to appear at the Office of the said Receivers, &c. so as the Person summoned be not obliged to travel above ten Miles) which Receivers, or their Deputies, are empowered to examine every such Master or Owner as to the Number and Times of Service of all Persons belonging to such Ships, who are chargeable with the said 6d. per Mensen; and, if such Masters or Owners shall refuse, when summoned (not having a reasonable Excuse) to appear, or if they shall obstinately refuse to make discovery of the Matters aforesaid upon their Oaths, or shall neglect to pay the Monies due to the Hospital within fourteen Days after they shall be cleared inwards, such Offenders shall forfeit 200l. &c. And if any such Master shall attempt to go to Sea with his Ship, before he hath paid the said Duties for the Voyage preceding, such Receivers, or their Deputies, are empowered to stop such Ship, and, upon the Death or Removal of any Master, the Owners shall deliver to the succeeding Master a true Account of the said Duty due to the Hospital, and Money sufficient for the Payment of the same, and in Default thereof, such Receivers or their Deputies, may stop such Ship from proceeding to Sea. Ditto, S. 4.

In all Cases where by this Act an Oath is required to be taken, the solemn Affirmation of Quakers shall be accepted instead of such Oath; and, in Case any Quaker shall, upon such Affirmation, declare any Matter which shall be false, or if any other Person shall, pursuant to this Act, willingly make a false Oath, he (being lawfully convicted) shall suffer like Punishment, as Persons convicted of wilful Perjury. Ditto, S. 5.

No private Contracts made by any Seamen shall obstruct or delay the Payment of the Duties appropriated to the said Hospital. Ditto, S. 6.

This Act shall be a publick Act, &c.

Ditto, S. 7.

Nothing in this Act shall oblige the Payment of 6d. per Mensen, by any Masters or Servants of the Hoys or Vessels belonging to the Port of London, and employed within the North Foreland, in bringing Corn, Fish, or other Provisions, for London. Ditto, S. 8.

The Commissioners of the Admiralty shall consider as qualified for an Admission into the said Hospital, any Seaman who shall offer himself to be admitted, Ditto, S. 20.

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and shall produce a Certificate of his having been wounded or hurt in defending any Ship belonging to the Subjects of her Majesty against Enemies, or in taking any Ship from the Enemy, and thereby disabled from Sea Service. *This Sect. confirmed by 3 Geo. II. Cap. 29. Sect. 10.*

<sup>1</sup> Geo. II. St. 2.

C. 14. S. 12.

The Governors, Ministers, and Consuls, appointed by his Majesty in foreign Parts, or, where none such are resident, any two *British* Merchants there residing, are required to send and provide for all seafaring Men and Boys, Subjects of *Great-Britain*, that shall by Shipwreck, Capture, or other unavoidable Accident, be driven or cast away to such foreign Parts; and the said Governours, &c. are required to subsist such seafaring Men and Boys, after the Rate of *6d. per Diem* each, and to send Bills of their Disbursements, with proper Vouchers to the Commissioners of the Navy, who are to cause immediate Payment to be made of such Bills; and the said Governors, &c. shall put the said Men and Boys on board the first Ship belonging to his Majesty that shall arrive at any Parts within a convenient Distance: And if no Ship of War shall be within a convenient Distance, they shall send the said Men and Boys on board such Merchant Ships as are bound for *Great-Britain*, and are in want of Men to make up their Complement; but if neither Case happen, they shall provide a passage Homeward for such Men and Boys in the first Merchant Ship bound for *Great-Britain*; and every Master of a Merchant Ship homeward bound from thence shall take on board so many of such seafaring Men and Boys as the said Governors, &c. shall direct, not exceeding four for each hundred Tons of his Ship.

Ditto, S. 13.

Every Master of a Vessel who shall produce a Certificate under the Hands of the said Governors, &c. certifying the Numbers and Names of the Men and Boys taken on board by their Direction, and the Time of taking them, and shall make an Affidavit at his Return, setting forth the Time during which he subsisted them, and that he did not, during that Time, want of his own Complement of Men, or how many he did want, and for what Time, shall receive from the Commissioners of the Navy, *6d. per Diem* for the Passage and Provisions of each Man and Boy, from the Day of their Embarkation Homewards, to the Day of their Arrival, or being put into some Ship of War; *6d. per Diem* only being deducted for such Time as he wanted of his Complement.

<sup>2</sup> Geo. II.

Cap. 7. S. 1.

The several Acts concerning the Duty of *6d. per Month*, payable by all Seamen, for Support of *Greenwich Hospital*, shall extend to all Ships belonging to his Majesty's Subjects within the Islands of *Jersey, Guernsey, Alderney, Sark, and Man*, and within all his Majesty's Dominions in *America*, as well as to those within *Great-Britain* and *Ireland*.

Ditto, S. 2.

For the better collecting the said Duties, it shall be lawful for the Receivers thereof to depute any Officer of the Customs in the several Ports of the said Islands and Colonies, or such other Persons as they shall think fit, to collect the same; and the Commissioners of the Admiralty may make such Allowance to them out of the said Duty as they shall judge reasonable.

Ditto, S. 3.

The Collectors of the Duties in the Ports of the said Islands and Colonies shall summon and examine upon Oath all Masters and Owners of Ships belonging to his Majesty's Subjects as by 10 *Ann. Cap. 17*. And if any such Master shall neglect to appear and make such Discovery, such Master, &c. shall forfeit 20*l.* Money of *Great-Britain*.

Ditto, S. 4.

All Masters, &c. of Ships belonging to the King's Subjects, within the said Islands or Colonies, shall pay such Part of the said Duty as shall be due at their Arrival, and during their Continuance in *Great-Britain* or *Ireland* within the said Kingdoms; and such Part as shall be due at the Time of their Return to, and during their Continuance in the said Islands or Colonies, within the said Islands and Colonies; and all Masters, &c. of Ships belonging to any Subjects of his Majesty within *Great-Britain*, or *Ireland*, who shall trade from thence to any of the said Islands or Colonies, shall pay the said Duty of *6d. per Month*, only in *Great-Britain* or *Ireland*.

Ditto, S. 5.

It shall be lawful for the Receivers of the Duty, and their Deputies, by Warrant, to summon and examine upon Oath all Masters, &c. of Ships employed by the Navy, Victualling, Ordnance, Customs, Post-Office, or any other Public

Public Offices of the Crown, in the Service of his Majesty, and if such Master, &c. refuse to appear, or to make Discovery, or shall neglect to pay the said Duty, they shall forfeit 20*l*.

The Secretaries or chief Clerks of the Navy, &c. usually employing Shipping *Ditto*, S. 6. for the Service of his Majesty, shall, on the first of *January* in each Year, or within twenty Days following, deliver into the Office of the Receiver of the Duty in the Port of *London*, a List of the Ships, that, in the Year preceding, shall have been employed by such Offices, and of all Ships which remain in the Service of such Offices, and of such as shall be discharged, and of the Names of the Masters, &c. and the Number of Seamen employed in every such Ship; and no Treasurer, or other Officer belonging to such Offices; shall make out or pay any Bill for the Freight of any Ship so employed, or pay any Wages to any Master, &c. till such Master, &c. shall produce to such Treasurer, &c. an Acquittance signed by the Receiver or his Deputy, whereby it shall appear that such Master, &c. hath paid the said Duty of 6*d*. per Month, and that he is not more than 30 Days in Arrear to the Hospital; and if any Default shall be made by any Secretary, &c. he shall forfeit 50*l*.

All Masters of Merchant Ships, or other private Vessels, liable to the Duty of 6*d*. per Month, shall pay the said Duty before any such Ships shall be cleared inwards, in any of the Ports of *Great-Britain* or *Ireland*, or the Islands of *Guernsey*, *Jersey*, &c. or of the Colonies in *America*; and no Officer of the Customs shall clear inwards any Merchant Ship liable to the said Duty, or grant any Warrant, to give or make out any Cockett, *Transfers*, Returns, or Discharges to such Ships, nor suffer them to go out of Port till the Master, &c. produce to the Officer an Acquittance signed by the Receiver, whereby it shall appear, that such Master, &c. hath paid the said Duty, and that he is not more than thirty Days in Arrear: And every Master of such Ship who shall neglect to pay the 6*d*. per Month, also every officer of the Customs who shall make Default in the Premises, shall forfeit 20*l*.

It shall not be lawful for any Master of a Ship, bound beyond the Seas, to <sup>Geo. II. C.</sup> carry any Mariner, except his Apprentices, from the Port where he was shipped <sup>16. S. 1.</sup> to proceed on any Voyage beyond the Seas, without first coming to an Agreement with such Mariners for their Wages, which Agreement shall be made in Writing, declaring what Wages each Seaman is to have for so long Time as they shall Ship themselves for, and also to express in the Agreement the Voyage for which such Seamen was shipped; and if any such Master shall carry out any Mariner, except his Apprentice, upon any Voyage beyond the Seas, without first entering into such Agreement, and he and they signing the same, he shall forfeit 5*l*. for every such Mariner to the Use of *Greenwich Hospital*, to be recovered on Information on the Oath of one Witness, &c. and in Case he refuses to pay the Forfeiture, it shall be levied by Distress, &c.

If any Seaman ship himself on board any Merchant Vessel, on an intended *Ditto*, S. 2. Voyage for Parts beyond the Seas, he shall be obliged to sign such Agreement within three Days after he shall have entered himself, which Agreement shall be conclusive to all Parties for the Time contracted for.

If any Seaman shall desert, or refuse to proceed on the Voyage, or shall *Ditto*, S. 3. desert in Parts beyond the Seas, after he shall have signed such Contracts, he shall forfeit to the Owners of such Ship the Wages due to him at the Time of deserting or refusing to proceed on the Voyage.

If any such Seaman shall desert, or absent himself from such Ship, after he hath *Ditto*, S. 4. signed such Contract, upon Application made to any Justice of the Peace by the Master, or other Person having Charge of the Ship, it shall be lawful for such Justice to issue his Warrant to apprehend such Seaman; and if he shall refuse to proceed on the Voyage, and shall not give a sufficient Reason for such Refusal, to the Satisfaction of the Justice, to commit him to the House of Correction, to be kept to hard Labour, not exceeding thirty Days, nor less than fourteen.

If any Seaman shall absent himself from the Vessel to which he belongs *Ditto*, S. 5. without Leave of the Master, or other Chief Officer having Charge of such Ship,



Ship, he shall for every Day's Absence, forfeit two Day's Pay to the Use of *Greenwich Hospital*.

2 Geo. II. C. 36. §. 6. If any Seaman, not entering into the Service of his Majesty, shall leave the Vessel to which he belongs, before he shall have a Discharge in Writing from the Master, or other Person having Charge of such Vessel, he shall forfeit one Month's Pay.

Ditto, §. 7. On the Arrival of any Vessel into *Great-Britain*, from Parts beyond the Seas, the Masters shall pay the Seamen their Wages, if demanded, in thirty Days after the Vessel's being entered at the Custom-house; (except where a Covenant shall be entered into to the contrary) or at the Time the said Seamen shall be discharged, which shall first happen, deducting out of the Wages, the Penalties by this Act imposed, under Penalty of paying to such Seamen that shall be unpaid 20s. over and above the Wages to be recovered as the Wages may be recovered; and such Payment of Wages shall be good in Law, notwithstanding any Action, Bill of Sale, Attachment, or Incumbrance whatsoever.

Ditto, §. 8. No Seaman, by signing such Contract, shall be deprived of using any Means for the Recovery of Wages, which he may now lawfully use; and where it shall be necessary that the Contract in Writing should be produced in Court, no Obligation shall lie on any Seaman to produce the same, but the Master or Owner of the Ship; and no Seaman shall fail in any Action or Process for Recovery of Wages, for want of such Contract being produced.

Ditto, §. 9. The Masters or Owners of Ships shall have Power to deduct out of the Wages of any Seaman all Penalties incurred by this Act, and to enter them in a Book, and to make Oath, if required, to the Truth thereof; which Book shall be signed by the Master and two principal officers belonging to such Ship, setting forth, that the Penalties contained in such Book are the whole Penalties stopt from any Seaman during the Voyage; which Penalties (except the Forfeiture of Wages to the Owners, on the Desertion of any Seaman, or on refusing to proceed on the Voyage) shall go to the Use of *Greenwich Hospital*, to be paid and accounted for by the Masters of Ships coming from beyond the Seas to the same Officer at any Port, who collects the 6d. per Month, which Officer shall have Power to administer an Oath to every Master touching the Truth of such Penalties.

Ditto, §. 10. If any Masters or Owners of Ships shall deduct out of the Wages of any Seamen any of the Penalties by this Act directed, to the Use of *Greenwich Hospital*, and shall not pay the Money to some Officer who collects the 6d. per Month, in the Port where the Deduction shall be made, within three Months after such Deduction, they shall forfeit treble the Value to the Use of the Hospital; which, together with the Money deducted, shall be recovered by the same Means, as the Penalties for not duly paying the 6d. per Month.

Seft. 11. This Act shall be a public Act.

Seft. 12. This Act shall continue five Years, &c.

Seft. 13. Nothing in this Act shall debar any Seaman from entering into the Service of his Majesty; nor shall such Seaman for such Entry forfeit the Wages due to him during his service in such Merchant Ship; nor shall such Entry be deemed a Desertion.

*Continued by 8 Geo. II. Cap. 21. to 25 March, 1749, &c. Farther continued by 23 Geo. II. p. 487. to 25 March, 1764; and from thence to the End of the then next Session of Parliament.*

22 and 23 Car. II. Cap. 11. §. 2. Where any Goods shall be laden on board any *English* Ship of the Burden of two hundred Tons or upwards, and mounted with sixteen Guns or more, if the Commander shall yield up the Goods to any *Turkish* Ships, or to any Pirates or Sea Rovers, without fighting, he shall upon Proof thereof made in the Court of Admiralty, be incapable of taking Charge of any *English* Ship as Commander; and if he shall hereafter take upon him to command any *English* Ship, he shall suffer Imprisonment by Warrant from the said Court, during six Months for every Offence; and in Case the Persons taking the said Goods shall release the Ship, or pay unto the Master any Money or Goods for Freight, or other Reward, the said Goods or Money, or the Value thereof, as also the Master's

Master's Part of such Ships so released, shall be liable to repair the Persons whose Goods were taken, by Action in the Court of Admiralty; and in Case the Commander's Part of the Ship, together with such Money and Goods, shall not be sufficient to repair all the Damages sustained, the Reparations recovered on the Master's Part of the Ship shall be divided *pro rata*, amongst the Persons prosecuting and proving their Damages, and the Persons damaged shall have their Action against the Master for the Remainder.

No Master of any such *English* Ship, being at Sea, and having discovered <sup>13 and 14</sup> any Ship to be a *Turkish* Ship, Pirate, or Sea Rover, shall depart out of his <sup>Cap. II. C. 11.</sup> Ship. S. 3.

If the Master of any *English* Ship, though not of the Burthen of two hundred <sup>Ditto, S. 4.</sup> Tons, or mounted with sixteen Guns, shall yield his Ship unto any *Turkish* Ship, Pirate, or Sea Rover, (not having at least his double Number of Guns) without fighting, such Master shall be liable to the Sentence of this Act.

Upon Process out of the Court of Admiralty, it shall be lawful for all Com- <sup>Ditto, S. 5.</sup> manders of his Majesty's Ships, or the Commanders of any other *English* Ships, to seize such Ships or Masters so offending, according to the Process, and the same to send in Custody, into any Ports of his Majesty's Dominions, to be proceeded against according to this Act.

Provided that none be hereby encouraged to violate the Rights of the Port of <sup>Ditto, S. 6.</sup> any foreign Prince or State in Amity.

If the Mariners or inferior Officers of any *English* Ship laden with Goods <sup>Ditto, S. 7.</sup> shall decline or refuse to fight, and defend the Ship, when they shall be thereunto commanded by the Master, or shall utter any Words to discourage the other Mariners from defending the Ship, every Mariner who shall be found guilty of declining, or refusing, as aforesaid, shall lose all his Wages due to him, together with such Goods as he hath in his Ship, and suffer Imprisonment, not exceeding six Months; and shall during such Time be kept to hard Labour for his Maintenance.

Provided, that if any Ship shall have been yielded, contrary to the Will of the <sup>Ditto, S. 8.</sup> Commander, by the Disobedience of the Mariners, testified by their having laid violent Hands on him, the Master shall not be liable to the Sentence of Incapacity, nor to any Action for the Losses sustained by the Merchants, unless he shall have received back, from the Takers, his Ship, or some Reward.

Masters may re-imburse themselves out of the Wages of their Mariners for Losses happening by their Negligence. As was adjudged in the Case of *Lane* against *Sir Robert Cotton*. *Raymond* 650, *Easter Term*, 13 *Will. III.* Goods were stolen from on board the Ship in the River.

Every Mariner who shall have laid violent Hands on his Commander, to hinder <sup>Ditto, S. 9.</sup> him from fighting in Defence of his Ship and Goods, shall suffer Death as a Felon.

When any *English* Ship shall have been defended by Fight, and brought to <sup>Ditto, S. 10.</sup> her Port, in which Fight any of the Officers or Seamen shall have been wounded, it shall be lawful for the Judge of the Admiralty, or his Surrogate, or the Judge of the Vice-Admiralty, within which the Ship shall arrive, upon Petition of the Master or Seaman, to call unto him such as he shall be informed to be Adventurers, or Owners of the Ship and Goods, and by Advice with them to raise upon the Owners and Adventurers by Process of the Court such Sums of Money, as himself with the major Part of the Adventurers or Owners present, shall judge reasonable, not exceeding two *per Cent.* of the Ship and Goods, according to the first Costs of the Goods by the Invoice (which the Owner or his Factor is to produce) or by the Oath of the Owner, or his Correspondent; which Money shall be paid to the Register of the Court, who shall receive *3d.* in each Pound, thence to be distributed amongst the Captain, Master, Officers, and Seamen of the said Ship, or Widows and Children of the Slain, according to the Direction of the Judge, with the Approbation of three or more of the Owners or Adventurers, who shall proportion the same unto the Ship's Company, having special Regard unto the Widows and Children of such as shall have been slain, and to such as shall have been wounded or maimed.

In Case the Company belonging to any *English* Merchant Ship shall take <sup>Ditto, S. 11.</sup> any ship which shall first have assaulted them, the Officers and Mariners shall, after

after Condemnation of such Ship and Goods, have such Part thereof as is practised in private Men of War.

11 & 14 Car. II. C. 11. S. 12. If any Captain, Master, Mariner, and other Officer, belonging to any Ship, shall wilfully cast away, burn, or destroy the Ship, or procure the same to be done, he shall suffer Death as a Felon.

*This last Sect. is the same per 1 Ann. St. 2. Cap. 9. and is somewhat enlarged 11 Geo. I. Cap. 29. Sect. 5.*

5 Geo. II. Cap. 20. S. 1. No Commander of any Ship, outward-bound, shall receive on board any Gunpowder, either as Merchandize or Store for the Voyage (except for his Majesty's Service) before such Ship shall be over-against *Blackwall*; upon Pain of forfeiting for every fifty Pounds Weight of Gunpowder 5*l.* and in Proportion for a lesser Quantity.

Ditto, S. 3. The Commander of every Ship, coming into the *Thames*, shall put on Shore all Powder, either before the Arrival of such Ship at *Blackwall*, or within twenty-four Hours after his Ship shall come to an Anchor there, or at the Place of her unloading; upon Pain of forfeiting 5*l.* for every fifty Pounds Weight of Gunpowder found on board, and in the like Proportion for a less Quantity; and if any Gunpowder shall be found on board such Ship above *Blackwall*, after the Time limited for unloading the same, the Commander of every such Ship shall, for every fifty Pounds Weight of Gunpowder, forfeit 5*l.* and in Proportion for a lesser Quantity.

Ditto, S. 4. If any Commander or other Officer of any Ship (except his Majesty's Ships) shall, while such Ship be in the River of *Thames*, between *London-Bridge* and *Blackwall*, keep any Gun shotted, or shall fire, or permit to be fired, any Gun on board such Ship before Sun-Rising, or after Sun-Setting, such Commander, or Officer, shall, for every such Gun so kept shotted, forfeit 5*l.* and for every Gun so fired 10*s.* And if any Commander, or other Officer of any Ship, or any other Person on board, shall, while such Ships shall be in the River, between *London-Bridge* and *Blackwall*, permit to be heated, or melted on board such Ship any Pitch, Tar, Rosin, or other combustible Matter, every Person so offending shall forfeit 5*l.*

Ditto, S. 5. It shall be lawful for the Masters, Wardens, and Assistants of the *Trinity-House*, by Instrument under their common Seal, to authorize an Elder-Brother to go in a Boat between Sun-Rising and Sun-Setting to any Ship, and to go on board the same (his Majesty's Ships always excepted) in order to search for Powder, Guns shotted, and the heating and melting combustible Matters, within the Limits wherein such Offences are prohibited; and, if the Commander or other Officer in such Ship shall, upon Demand, refuse to permit any Person so authorized to come on board such Ship, and make due Search, every such Commander, or Officer, shall forfeit 5*l.*

14 & 15 Henry VIII. C. 9. Sect. 6. No Person shall cast out of any Ship, or Vessel, within any Haven, Road, Channel or River; flowing to any Port or Town within the King's Dominions, any Ballast, Rubbish, Gravel, or other Wreck or Filth; but only upon the Land above the full Sea-Mark, upon Pain to forfeit 5*l.*

5 Geo. II. C. 20. S. 19. In Case any Ship should be laid up or moored in *St. Saviour's Dock* (except such Ships as shall be loading, or delivering their Cargoes, and except such Ships, not exceeding two at one Time, as should lie at *Ship-Wright-Yard* at the North-West Corner of the Dock, during the Time such Ships shall be repairing) the Master of every such Ship shall forfeit for every Day such Ship shall so continue to be laid up and moored, 20*s.*

13 Geo. II. P. 395. Every Person herein mentioned shall be exempted from being impressed into his Majesty's Service; that is to say, every Person being of the Age of fifty-five Years, or under eighteen Years, and every Foreigner, whether Seaman or Landman, who shall serve in any Merchant Ship or Privateer belonging to the Subjects of *Great-Britain*.

Ditto, P. 396. Every Person of what Age soever, who shall use the Sea, shall be exempted from being impressed for the Space of two Years, to be computed from his first going to Sea; and every Person who having used the Sea shall bind himself Apprentice to serve at Sea, shall be exempted for the Space of three Years, to be computed from the Time of Binding.

*Substance of the Act of the 20th of George II. establishing the Corporate Company for the Relief and Support of sick, maimed, and disabled Seamen; and of the Widows and Children of such as shall be killed, slain, or drowned in the MERCHANTS' SERVICE.*

**T**HE Preamble to this Act observes, that by one made in the 7 and 8 Will. III. P. 835: certain Encouragements were given to Seamen to register themselves for his Majesty's Service; and if any such should, by Age or other Accidents, be disabled for future Service, and should not be able to maintain themselves comfortably, and the Children of such disabled Seamen, and the Widows and Children of such of them as should be killed or drowned in the Sea Service, were to be provided for in the Royal Hospital of *Greenwich*, so far as the said Hospital should be capable to receive them, and the Revenue thereof would extend; and for the better Support of the said Hospital, *6d. per Month* is by the said Act to be allowed out of the Wages of every Seaman in the Merchants' Service, as well as in the Navy; and that so much of the said Act as relates to the registering of Seamen was repealed by an Act of 9 Ann. whereby every Seaman in the Navy (though not registered) is intitled to the Benefits of the said Hospital; and that by an Act of 10 Ann. any Seaman is to be considered as fully qualified for an Admission into the said Hospital, who shall produce a Certificate of his having been hurt or disabled for Sea Service, in defending any Ships of the Subjects of this Kingdom against an Enemy, or in taking any Ship from an Enemy: And that by an Act of the 8 George I. every Seaman on board a Merchant Ship, who shall be maimed in Fight against any Pirate, is to be admitted into the said Hospital, preferable to any other Seaman disabled merely by Age: And that by an Act of the 8 Geo. II. Seamen on board any Merchant Ship, who shall be maimed in Fight against an Enemy, should be admitted into the said Hospital, in like Manner as any other Seaman, wounded or disabled in his Majesty's Service: And whereas the said Hospital is not capable to receive, nor the Income thereof sufficient to provide for the Seamen in the Service of the Navy, intitled to the Benefits thereof, so that the Seamen in the Merchants' Service, maimed and disabled in Fight and proper Objects of Charity have P. 837. seldom or never been admitted into the same Hospital; and as there is no Provision made by either of the said Acts for such Seamen in the Merchants' Service as are disabled by accidental Misfortunes, or for those worn out by Age, or for the Widows or Children of such as shall be killed or drowned in the said Service; and as the Seamen in the said Service are willing to allow *6d. per Month* out of their Wages, to be applied for the Relief of such as shall be disabled or worn out by Age, and of the Widows and Children of those killed in the said Service; and as they have during the Course of this War, manifested their Courage, and deserve all due Encouragement; and the establishing the said Charity will tend to the Honour and Good of the Publick: It is enacted, that *Alexander Hume, John Bristow, John Bance, Esqrs. &c.* and their Successors, to be elected in the Manner hereafter appointed, shall be one Body Corporate and Politick, by the Name of *The President and Governors for the Relief and Support of sick, maimed, or disabled Seamen, and of the Widows and Children of such as shall be killed, slain, or drowned in the Merchants' Service*; and that by the same Name of *The President and Governors*, they shall have perpetual Succession, and a common Seal, with Power to alter the same as often as they shall judge expedient; and by the same Name may sue and be sued, plead and be impleaded, &c. in all Courts of Record, and Places of Judicature within this Kingdom; and that they and their Successors may receive and enjoy, in Trust for the Purposes of this Act, all such Sums of Money as are granted, and shall be raised by Virtue of this Act, or shall be contributed or bequeathed by well-disposed Persons; and may at any Time hereafter, without Licence in Mortmain, purchase or receive any Lands, Tenements, or Hereditaments, or any Estate or Interest therein, so that the same be only for the Scite of, or to be converted into an Hospital, with Offices and Appurtenances necessary for the said Purposes.

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P. 839.

The President and Governors shall provide, in the said Hospital, for the Reception of Seamen rendered incapable of Service, or shall allow them certain Pensions or otherwise as they shall think most for the Advantage of the said Charity; and shall also relieve the Widows and Children of such Seamen as shall be killed or drowned in the said Service, provided such Children are not of the Age of fourteen, or if of that Age or upwards, they are incapable of getting a Livelihood, by Reason of Lameness, Blindness, or other Infirmities, and are proper Objects of Charity; and shall make reasonable Allowances to those who shall lose an Eye or Limb, or be otherwise hurt in fighting, defending, or working the Ships in which they serve, or in loading or unloading the Cargoes, or otherwise howsoever in doing their Duty, in Proportion to the Damage they shall receive, so far as the Revenues will extend for the said Purposes, according to such Rules, Orders, and Regulations as shall be established in Pursuance of this Act.

P. 840.

No Seaman in the said Service shall be intitled to any of the Benefits of this Act, unless he shall produce a Certificate of the Hurt, &c. received, to the President, Assistants, and Committees, herein after named, from the Master, Mate, Boatswain, and Surgeon, or so many of them as were in the Vessel to which he belonged at the Time of receiving such Hurt; or of the Master, and two of the Seamen if there is no other Officer; or in Case of the Death of the Master, then of the Person who shall take upon him the Care of the Vessel, and two of the Seamen on board, under their Hands and Seals, signifying how and in what Manner he received such Hurt, where and when he entered, and how long he had served on board; and the Parties giving such Certificates shall make Oath of the Truth of the Contents before some Justice, if given in any of his Majesty's Dominions, or the chief Officer of the Customs of the Place where there is no Justice, or before the *British* Consul, or Resident, in any foreign Country where such Certificate is executed (who are to administer the same without Fee;) and in Case of Sickness whereby such Seaman shall be rendered incapable of Service, a Certificate in like Manner, signifying that he was healthy when he entered on board, and that the same was contracted in doing his Duty in the Service of the Ship, and not otherwise; and no Widow or Children of any Seaman, killed or drowned in the said Service, shall be intitled to any Allowance by Virtue of this Act, unless they shall produce a Certificate, authenticated in like Manner, signifying how such Seaman lost his Life in the Service of the said Ship, the Time and Place he entered on board, and how long he had served therein; and also another Certificate under the Hands and Seals of the Minister, and Church-wardens and Overseers of the Poor of the Parish or Township, or any two of them, or of the Minister and Overseers of the Poor where there are no Church-wardens, (and if such Widows or Children are Quakers, then under the Hands of two reputable Persons of that Persuasion) of the Place where such Widow or Children have a legal Settlement, or reside, to be attested by two or more creditable Witnesses, that she was the lawful Wife, and they the Children of such Seaman, and under the Age of Fourteen; or, if of that Age or upwards, not capable of getting a Livelihood, by Reason of Lameness, Blindness, or other Infirmities, and are proper Objects of Charity; and no Seaman shall be provided for by a Pension, or otherwise, as decrepid or worn out, unless he shall have served five Years in the Merchants' Service, and paid *6d. per Month* out of his Wages for that Time, for the Purposes of this Act.

P. 841.

If any Person shall forge, counterfeit, alter, or unfairly obtain any such Certificate, the same, upon Discovery thereof, shall be null and void; and the Person applying for Relief shall be for ever incapable of receiving any Benefit from this Act, and shall be punished as an incorrigible Rogue.

For the more constant and ordinary Management of the Monies to be raised for the Purposes aforesaid, there shall be for ever hereafter, from Time to Time, a President and twenty-one Assistants, and Committees of the said Corporation.

P. 841.

The said President and Assistants (therein named) shall continue so to be till the 24th of *June*, 1748: On which Day yearly, or within five Days before or after (ten Days Notice being first given, in the *London Gazette*, of the Day fixed by the General Court of the said President and Governors) a new Election of a President and twenty-one Assistants shall be made for the Year following, and taken by the said President and Governors then present.

At all General Courts of the President and Governors, and at the several full Courts of Assistants, the President shall have a Vote, and act as a Member; and, in Case of an Equality of Votes, shall have the casting Voice.

There shall be four General Courts at least held every Year, viz. on the 24th of June, the 29th of September, the 25th of December, the 25th of March, or within five Days before or after either of the said Days of which ten Days, Notice shall be given in the *London Gazette*; and the President and Assistants may call a General Court at any other Time, as the Affairs of the Corporation shall require, or at the Request of thirteen Members, signifying the same by Writing under their Hands, provided Notice be given as aforesaid of the Time and Place of Meeting.

The President with five or more of the Assistants shall make a full Court of Assistants or Committees; and shall meet upon *Wednesdays* weekly, in or near London, or at such other Time and Place as they shall appoint; and such Court when assembled shall have Power to apply the Monies arising by this Act for the Relief of such Seamen, and their Widows and Children, as are before described; and to lay out the Surplus thereof, and any Monies contributed by well-disposed Persons, in Parliamentary Securities, or in the Purchase of such Lands, &c. as are before allowed, and under their Common Seal to enter into any Contracts for the Purposes aforesaid, for the better carrying on the said Charity; and to appoint and remove at Pleasure any Officers and Servants, or other Persons employed (except such Officers and Persons as are directed to be chosen at a General Court of the Corporation) and to appoint such Salaries, Perquisites, or other Rewards for their Service, as they shall think proper; and to transact and determine all such Matters as shall appear to be necessary for affecting the Purposes hereby intended.

The Management and Accounts of the President and Assistants shall be liable to such Audit and Inspection, Allowance, Disallowance, and Control of all or such of the Members, as by any By-laws of the Corporation shall be appointed.

There shall be a Receiver of the Corporation, who shall be chosen by a Majority of the President and Governors in a General Court as aforesaid, who shall be allowed such Salary as they shall think proper, and be removed at Pleasure, and another Person chosen in his Room. P. 844.

If any Vacancy shall happen by Death or Removal of any Person chosen at a General Court, it shall be filled up at a General Court of the President and Governors, after ten Days Notice given of such Election in the *London Gazette*.

For keeping up a competent Number of Members, and for perpetuating the Succession thereof, and for filling up the Places of Presidents and Assistants, the President and thirteen Governors, present at a General Court to be held as aforesaid, shall elect other fit Persons to be Members in the Room of such of the Persons above-named, or to be from Time to Time elected Members, who shall die, or refuse to accept of, or continue to be Members.

The President and thirteen Governors, assembled in a General Court, may make and constitute such By-laws, &c. as shall seem necessary for the establishing the said Corporation, and the Officers, Servants, and Persons employed by them; and for the applying the Money, and providing for the Persons intitled to the Benefit of this Act; and for the auditing the Accounts, and the controlling, allowing, or disallowing the Transactions of the said President and Assistants, and of the Officers, Servants, and Persons; and for putting the said Laws in Execution, and for revoking and altering the same at Pleasure; which By-laws, &c. shall be duly observed, so as they be reasonable, and not repugnant to the Statutes, Customs, or Laws of this Kingdom or any of the express Regulations of this Act. P. 845.

If the President shall at any Time not attend, the Courts of Assistants, or Governors at a General Court, shall depute any other Member to preside and act as President in his Absence, and do all other Acts and Things at the said Courts as the President is impowered and required to do.

For the Encouragement of Benefactors to so good a Design, it is enacted, That if any Person shall, at one or more Payments, contribute 50*l.* for the Purposes of this Act, he shall be declared a Governor of the said Corporation.



P. 846. Every Seaman or Person employed in any Vessel belonging to a Subject of *England*, and every Master or Owner navigating the same (other than such Apprentices under the Age of eighteen, as are exempted from Payment of 6*d.* per Month to the Hospital at *Greenwich*, by an Act of 2 *Anne*, and Persons employed on the Coasts of *England* in taking Fish brought fresh on Shore; and Persons employed in Boats or Vessels that trade only from Place to Place within any River in *England*, or in open Boats upon the Coasts thereof) and Pilots employed on board Vessels, shall, after the 29th of *September*, 1747, pay 6*d.* per Month, and proportionably for a lesser Time, during their Employment, for the Purposes aforesaid.

The Master, Owner, or Commander of every Vessel is to deduct out of the Wages, &c. of every such Seaman, &c. (except as before excepted) the said Duty of 6*d.* per Month, and shall pay the same to such Receivers as the President and Governors or the Trustees of the Out-ports shall appoint if such Seaman, &c. shall have, or be intitled to, Wages, Shares, or Profits.

P. 847. The President and Governors, at a full Court of Assistants, shall appoint one or more Receivers of the said Duty at the Port of *London*; and also depute the Collectors or other Officers of his Majesty's Customs in the several Out-ports of *England*, or other Persons, to receive the same there (except in such Out-ports where separate Trustees shall be appointed by Virtue of this Act) and the said several Receivers are required to collect and pay over the said Duty, according to the Instructions in Writing, which shall from Time to Time, be sent them by the President and Governors; for which Allowances shall be made them out of the said Duties, as the President and Governors shall think fit.

Every Master or other Person navigating, or having the Care of any Merchant Vessel, shall keep a Book by way of Muster-roll, in which shall be entered his own, and the Names of the Persons employed on board, with the usual Place of their Abode when on Shore; and over against each Name, the Time and Place of entering into such Service, and in what Ship he performed his last Voyage; a Duplicate whereof shall be signed by the said Master, or other Person having the Care of such Vessel, and shall be delivered, before her Departure, to the Collector of the said Duties, at the Port to which she belongs; and the said Master, &c. shall keep such a Muster-roll during the Voyage, and shall enter when and where any Person shall be discharged from, or shall leave or desert such Vessel, and others shipped on board, describing them as before directed; and when and where any of them received any Hurt or Damage, or were killed or drowned: a Duplicate whereof shall be signed and delivered as aforesaid, at the Ship's Return to the Port to which she belongs; true Copies whereof shall be made, and filed by the Collectors, and the original Duplicates transmitted by them to the President and Governors to be filed and kept by such Officer as they shall appoint: And the said Masters and Receivers, &c. in Default of any of the Premises, shall severally forfeit 20*l.* Sterling for every such Offence.

P. 849. For the better Discovery of what shall be due from Persons serving on board Merchant Ships, &c. the Collectors shall summon by Warrant under their Hands all such Masters, &c. or (in their Absence) the Owners of such Vessels, to appear at their Office (so as they be not obliged to travel above ten Miles for the making such Appearance) and to examine them upon Oath (which Oath the said Collectors are to administer) to the Truth of the Copy of such Muster-roll, and the Number and Times of Service of each Person chargeable with the said Duty; and upon their Refusal to appear, or make Oath as aforesaid, they shall be fined 20*l.* Sterling.

For the more easy and effectual collecting the said Duty, from the Masters, &c. of Merchant Vessels employed in the Service of his Majesty, the Secretaries or Chief Clerks of the publick Offices of the Crown, usually hiring, &c. Vessels for that Service shall deliver a Duplicate of the List of the Numbers and Names of such Ships, and of the Masters and Owners thereof respectively, and of the Seamen, &c. to the Collectors of the said Duty at the Port of *London*, or Out-ports to which they severally belong, as is by an Act of 2 *Geo. II.* to be delivered to the Collector of the Port of *London*, of the Duty of 6*d.* per Month given to the Royal Hospital at *Greenwich*; and the said Secretaries and other Officers belonging to the

P. 850.

the said Offices, and the Masters, &c. of such Vessels, shall do every other Act for the due Payment of the Duty, as is required to be done by the said Act of 2 Geo. II. for the Payment of the Duty of *6d. per Month* to the said Royal Hospital, and shall be liable to the like Penalties and Forfeitures for any Default herein.

Every Master, &c. liable to the Payment of the said Duty, shall pay all such Monies as shall, from Time to Time, be due to the Collectors appointed, at the Port only to which such Vessel does belong, and before such Vessel shall be cleared inwards, by the Officers of the Customs in any of the Ports of *England*; and no Officer of the Customs shall clear inwards any Merchant Ship liable to the said Duty, or grant any Warrant, Cocket, Transire, Return, or Discharge, or suffer such Vessel to go out of Port, until the Master, &c. shall produce a Certificate from the Receiver of the said Duty being fully paid, and that he is not more than three Months in Arrear for the same, or that he is exempted from the Payment of the said Duty by Virtue of the exceptions herein contained; and the Persons making Default in any of the Premises, or acting contrary to the Directions before-mentioned, shall forfeit 20*l.* Sterling for every such Offence. P. 851.

If the Master, &c. shall not produce such Certificate to the Tide-Surveyor, when he shall come on board to clear such Vessel, the Tide-Waiter shall be continued on board at the Expence of such Master, Owner, or Commander, until such Certificate is produced.

In all Cases where an Oath is required to be taken, the solemn Affirmation of *Quakers* shall be accepted instead thereof; and if any *Quaker* shall refuse to make such Affirmation, he shall be subject to the like Forfeitures and Penalties as any other Person refusing to take an Oath is liable to by this Act; and any Person convicted of false affirming or swearing, before any Collector, &c. hereby authorized to administer Oaths, he shall suffer Penalties, &c. as Persons convicted of wilful and corrupt Perjury are by the Laws of *England* liable to. P. 852.

The Charges and Expences of obtaining this Act shall be paid out of the first Monies to be raised and contributed by Virtue hereof at the Port of *London*.

From and after the 24th of *June*, 1747, the Owners and Masters of Vessels belonging to Persons residing at any of the Out-Ports of this Kingdom, may meet within the Limits of the said Ports at any proper Time and Place appointed by five or more of them, by giving ten Days previous Notice, to be fixed at the Custom-House Wharf, Key or other publick Place, at such Out-Port; and may from Time to Time appoint by an Instrument in Writing under their Hands and Seals fifteen Persons to be Trustees for such Out-Port, for receiving and applying the said Duty of *6d. per Month*, at such Out-Port for the Relief of the Seamen employed on board the Vessels belonging to such Persons respectively; and such of their Widows and Children as shall be entitled thereto by this Act; and the said Trustees shall continue to the 26th of *December* next after such Election, and until new Trustees are nominated and confirmed, and within ten Days after every 26th of *December* yearly, the said Owners and Masters shall meet and appoint in like Manner fifteen Persons to be Trustees for the Year ensuing, and the said Trustees shall continue until new ones are elected and confirmed; and the said Instrument shall be sent to the President and Assistants, who are to confirm the same under the common Seal of the Corporation, without Fee or Reward within ten Days after the Receipt thereof; and the said Trustees, when so confirmed (five whereof shall be a *Quorum*) shall be vested with the same Powers to make By-Laws, and to revoke or alter the same, and for receiving and applying Benefactions, and for appointing Receivers and other Officers for collecting and applying the said Duty, as are given to the President and Governors aforesaid, according to such Rules, Orders, and Regulations as shall be established in Pursuance of this Act; and the said Receivers and other Officers shall have the same Powers as other the Receivers and Officers before appointed, and shall be liable to the same Penalties and Forfeitures. P. 853.

And whereas by Letters Patent, bearing Date the 18th of *December*, in the sixth Year of the Reign of King *Edward VI.* certain Merchants therein named and their Successors, residing at the Port and City of *Bristol*, are incorporated by the Name of *The Master, Wardens, and Commonalty of Merchant-Venturers of the City* P. 854.

*City of Bristol*; which Society is willing, for the Benefit of the Seamen employed in the Service of the Merchants, &c. belonging to the said City and Port, to undertake the Collection and Application of the said *6d. per Month*, payable there, and of any Donations of well-disposed People; it is therefore enacted, That the Master, Wardens, Assistants, and Treasurer of the said incorporated Society, for the Time being, shall be Trustees, and shall be vested with the like Power, &c. for collecting, recovering, and applying, &c. the said Duty and any Donations, at the said City and Port; and for appointing Receivers and other Officers for the said Purposes as are granted by this Act to the President and Governors aforesaid, according to such Rules, Orders, and Regulations as are or shall be established by Virtue of this Act; and such Receivers and other Officers shall have the same Powers, &c. as those to be appointed in Pursuance of this Act, and shall be subject to the like Penalties and Forfeitures; and the said Master, Wardens, Assistants, and Treasurers, shall also have Power to take and receive any Lands, Tenements, and Hereditaments in such Manner, and for the like Purposes only, as the said President and Governors are by this Act empowered to take and receive.

P. 855.

And whereas the Guild of Masters and Pilots, Seamen of the *Trinity House* of *Kingston upon Hull*, are willing for the Benefit of the Seamen employed in the Service of Merchants, &c. belonging to the said Town and Port, to undertake the Collection and Application of the said Duty, and any Donations of well-disposed People there, it is therefore enacted. That the said Guild of Masters and Pilots, Seamen of the *Trinity-House* of the Town and Port of *Kingston upon Hull*, for the Time being, shall be Trustees, and shall be vested with the like Powers for collecting, recovering, and applying, &c. the said Duty and any Donations, and for appointing Receivers and other Officers, as are granted by this Act to the President and Governors aforesaid, according to such Rules, Orders, and Regulations as are or shall be established by Virtue of this Act; and such Receivers and other Officers shall have the same Powers, &c. as those to be appointed in Pursuance of this Act; and shall be subject to the like Penalties and Forfeitures.

P. 856.

Nothing herein contained shall oblige the Receivers or Collectors of the said Duty, who shall be appointed by the Trustees of any of the respective Out-Ports, to send Duplicates of the Muster Rolls (directed to be delivered to them by the Master or Person having Care of any Vessel) to the said President and Assistants; but such Duplicates, after making and filing Copies thereof, shall be delivered by such Collectors, &c. to the said Trustees respectively, to be by them kept for their Use.

No Seaman, &c. in the Merchants' Service, shall be intitled to any Benefit from this Act at the Port of *London*, or any Out-Port, but those who are liable to, and shall pay the said Duty at the said Ports respectively.

Those Seamen who shall have been longest in the said Service, and contributed most towards the said Duty, shall be first provided for as worn out or decrepit.

If any Seaman or other Person employed on board any Vessel shall, in the Discharge of his Duty, either on Shore or on Board, break any Limb, or be otherwise hurt, so that immediate Care is necessary to be taken of him, the President and Governors of the Port of *London*, and the respective Trustees for the Out-ports, shall provide proper Relief for such Person, until he shall be so well recovered of such Hurt as to be removed and sent with Safety to the Port to which such Vessel does belong; and the expence thereof, not exceeding *2d. per Mile*, shall be paid by the President and Governors at the Port of *London*, or by the Trustees for the Out-port to which such Person shall be sent.

P. 857.

If any Seaman or other Person shall serve five Years or more in the Merchant Service, and shall have paid the *6d. per Month* for that Time, and shall be adjudged by the President and Assistants, or the respective Trustees, a proper Object of Relief, he shall be provided for at the Port where he shall have paid the greatest Part of the said Duty for the last five Years of his Service.

If it shall happen that Seamen employed in the Merchant Service, within the Limits of this Act, shall be shipwrecked or taken by the Enemy, and on their Return from Imprisonment may be travelling with Passes to the Place of their Abode, the President and Governors, and the respective Trustees may relieve them in such Manner as they shall think proper.

Where Certificates directed to be produced by this Act cannot be obtained, such other Certificates as shall be satisfactory to the President and Governors, or Trustees respectively, shall be admitted to intitle the Party to the Pensions or other Relief provided by this Act.

And whereas the United Company of Merchants of *England*, trading to the *East-Indies* have at their own Expence provided for such Seamen employed by them, as have been rendered incapable of Service, and for the Widows and Children of such as have been killed or drowned in their Service, and have established a Fund for that Purpose, and are therefore desirous, that the Persons employed in the said Service may be exempted from the Payment of the said *6d. per Month*; it is therefore enacted, That no Officer, Seamen, &c. of any Vessel employed in the Service of the said Company, shall, during the Time of such Service, be liable to the Payment of the said Duty.

P. 858.

No Officer, or Seaman, &c. during his Employment in the Service of the said Company, nor the Widows or Children of such of them as shall be killed or drowned, shall be intitled to any Benefit of this Act during the Time they shall be employed in the said Service.

All pecuniary Forfeitures and Penalties incurred by Virtue of this Act shall be sued for and recovered in any Court of Record in *England*, wherein no Effoin, Protection, Privilege, Wager of Law, or more than one Imparance shall be allowed; and if a Verdict shall pass for the Plaintiff in any such Action, he shall be allowed double Costs; and one Moiety of the Forfeitures, &c. shall be applied to the Uses of this Act, and the other to the Person who will sue for the same in Manner aforesaid.

P. 859.

This Act shall be deemed a publick Act, and be judicially taken Notice of as such by all Judges and other Persons, without specially pleading the same; and all Actions or Suits which shall be commenced against any Person for any Thing done in Pursuance of this Act, or in Relation to the Premises, shall be brought within three Months next after the Fact committed; and shall be laid in the County or Place where the Fact was done, and not elsewhere; and the Defendant may plead the General Issue, and give this Act and the Special Matter in Evidence, and that the same was done in Pursuance thereof; and if it shall so appear, or if such Action, &c. shall be brought after the Time limited, or in any other County or Place, the Jury shall find for the Defendant; or if the Plaintiff shall become nonsuited, or suffer a Discontinuance of his Action, or Verdict shall pass against him, the Defendant shall have double Costs; and shall have such Remedy for the same as Defendants have for Costs of Suit in any other Cases by Law.

The procuring the preceding Act is an Instance of the Benevolent Regard our Merchants have for the future support at Home of those Seamen who shall suffer by valiantly defending their Property, either in Ship or Goods, and for the distressed Families of such, who shall unhappily lose their Lives in their Service; while the following Acts serve no less to demonstrate both theirs, and the Government's indulgent Attention to secure a Sufficiency for them abroad, when reduced by Misfortunes to the Necessity of claiming it; and the charitable Dispositions they contain, plainly evince as well the Prudence as the Beneficence of the Promoters and Compilers of them, justly challenging our Tribute of Praise for such shining Instances of Tenderness and Compassion, in a comfortable Provision for the accidental Sufferings of the Brave, till then left destitute and disregarded. I mean, by Law, for though the 22d and 23d *Car. II. Cap. 11. Sect. 10.* (before recited) provides something for the maimed and slain, yet it is too small to supply the Loss of Limbs, or give Maintenance to the afflicted Relicts of a Sailor, untimely snatched away; 'tis therefore from these Statutes only the Mariner must expect redress, and a Reflection on their Existence will naturally encourage him to deserve their Protection by a punctual Compliance with his Duty.

An Act for making perpetual an Act for the better Regulation and Government of Seamen in the Merchant Service, and for extending the Provisions thereof to his Majesty's Colonies in *America*, was made in the first Year of his present Majesty. It is thereby enacted, That from and after the 1st of May 1764 all the Provisions, Penalties, Matters, and Things, in the Act of the 2d of *Geo. II.* be

extended to his Majesty's Dominions in *America*; and the Forfeitures applicable to *Greenwich Hospital* to be paid there, to the Officer constituted by the Admiralty; and Masters of Ships deducting any of the said Forfeitures out of the Seamen's Wages, and not duly paying over the same, forfeit treble the Value to the said *Hospital*.

§ Geo. I. Cap.  
17. S. 1.

It shall be lawful for Persons authorized by the Majority of the *British* Merchants and Factors residing in *Portugal*, being assembled with the Consul General, or his Deputy, in any of the Ports of *Portugal*, to recover from all Commanders of *British* Ships trading from *Great-Britain* or *Ireland*, or any other his Majesty's Dominions, to any of the Dominions of the King of *Portugal*, the following Sums, viz. any Sum not exceeding 200 *Reis* per Ton on all Tonnage Goods (except Wheat, Barley, Rye, Coals, Timber, Boards, and Lumber) and 100 *Reis* per Ton on Wheat, Barley, &c. and 15 per Cent. on the Freight of all other Goods exported from any of the King's Dominions to any Place in the Dominions of the King of *Portugal*; and all Bills of Lading shall specify to pay the Monies accordingly, under Denomination of Contribution, as per Act of Parliament; and the Persons paying the same shall be reimbursed by the Freighters, or the Persons to whom the Goods shall be consigned; and if no Bill of Lading shall appear, and no Freight or Tonnage is settled between the Owner of the Goods and the Master of the Vessel, the Freight or Tonnage shall be valued by two different *British* Merchants on the Place, one to be chosen by the Consul General, and the other by the Master of the Ship, within ten Days after unloading the Goods; and if the Persons so chosen shall not agree to the same in five Days, such two Persons shall chuse a third (being a *British* Merchant on the Place) who shall decide the Valuation in three Days.

Ditto, S. 2.

All Master of Ships, trading from *Great-Britain*, *Ireland*, or any other his Majesty's Dominions to the Dominions of the King of *Portugal*, and unloading there, shall within ten Days after their Arrival deliver to the Consul General, or Deputy Consul, residing there, or to such Person as shall be appointed, a Manifest upon Oath, specifying the Particulars of the Cargo, or of such Part thereof as shall be unloaded there, and to whom consigned, which Oath the Consul General, &c. is to administer gratis.

Ditto, S. 3.

The Consul General, or his Deputy shall detain the Clearances outwards of all *British* and *Irish* Ships till Payment.

Ditto, S. 4.

The Monies shall be applied in Manner following, viz. to the Minister residing there 300 *Mill-Reis* per Annum, by equal Quarterly Payments, and the Remainder for the Relief of ship-wreck'd Mariners, and other distressed Persons, his Majesty's Subjects, and to such other charitable and publick Uses as shall be appointed by the Majority of the *British* Merchants and Factors residing at *Lisbon*, and other Ports in *Portugal*, being assembled with the Consul General, or any of his Deputy Consuls.

Ditto, S. 5.

Persons formerly liable to pay the four *Reis* per Mill, shall, after Payment of the Sums required by this Act, be exempted from the same.

Ditto, S. 6.

The Consul General, or his Deputy Consuls, residing in *Portugal*, shall, as they see Occasion, call a general Meeting of the *British* Merchants and Factors, and shall cause such Meetings as often as shall be desired, by Writing under the Hands of any five *British* Merchants or Factors.

Secd. 7.

This shall be a publick Act, &c.

§ Geo. II.  
C. 25. S. 1.  
2, 3, 4, 5, 6.

An Act like the preceding was made for his Majesty's Subjects trading to *Cadiz* and *Port St. Mary's*, specifying that any Sums of Money not exceeding one Royal Plate per Ducat, shall be received from all Masters of *British* and *Irish* Vessels, trading to those Places, on the Freight of Goods (except Tonnage Goods) imported into the said Ports, and on all Tonnage Goods, any Sums not exceeding two Ryals Plate per Ton, to be collected and disposed of in the same Manner as directed for that raised in *Portugal*, and the other Part of this Act being *verbalis* like that, is here omitted to be repeated.

10 Geo. II.  
C. 14. S. 1.

It shall be lawful for Persons appointed by the Consul, named for his Majesty's Subjects trading to the Port of *Leghorn*, together with the Majority of the *British* Merchants and Factors there, to recover from all Commanders of *British*

or *Irish* Ships, trading from any Part of his Majesty's Dominions to the said Port, any Sums not exceeding one *Livre per Ton* on all Tonnage Goods imported into the said Port, and all Bale Goods, not exceeding one third of a *Livre per Bale*, or Parcel: to be recovered and applied with like Directions as in 9 Geo. II. Cap. 25, for the Consulate Duty at Cadiz and Port St. Mary's.

Mariners must help one another both at Sea and in Port, and never quit the Ship without Leave from the Master, when she is at Anchor. *Leg. Oleron. Cap. 13. C. per Leg. Denmark.*

If Mariners get drunk and wound one another, they are not to be cured at the Charge of the Master or Ship, as the Damage is not received in the Service of either; but if any of them are hurt, or taken ill, in doing their Duty, the Expence of their Cure the Ship must defray; and if his Disorders render him unfit to continue on Board, he shall be left on Shore, and have those Accommodations and Assistance his Case requires; and though the Ship must not be detained to attend his Recovery, yet, if this happens afterwards, he shall have his full Wages, deducting only what the Master may have expended for him. *Leg. Oleron. Cap. 6. Ditto, Cap. 11.*

If Goods are thrown overboard in order to lighten, and by this Means save the Ship in a Storm, upon Proof thereof, by the Oaths of the Master, &c. he shall be acquitted, though the Ship, Freight, and Remainder of the Cargo shall be brought into an Average, to make good what was so thrown away for the Preference of the whole. *Leg. Oleron. Cap. 11.*

Though a Ship shall be seized for Debt, or otherwise become forfeited, the Mariners must receive their Wages, unless in some Cases, where they are forfeited as well as the Ship; as in Case of committing Piracy, with Letters of Marque, by Reason of which all will be forfeited; but lading of prohibited Goods on board, such as Wool, &c. though it subjects the Ship to a Forfeiture, yet it disables not the Mariner of his Wages; for the Sailors having honestly performed their Parts, the Ship is tacitly obliged for their Wages; but, if the Ship perishes at Sea, they lose their Wages, and the Owners their Freight: And this being the Marine Custom is allowed as well by the Common as Civil Law. *Consolat. del. Merc. Roll's Abridg. Fol. 530.*

Barretty of the Mariners is a Disease so epidemical, that it is difficult for a Master with the greatest Care to prevent it, and though he may not really be faulty yet the Law will always adjudge him so, and impute Sailors Offences to his Negligence; and were it otherwise, the Merchant would be in a very dangerous Condition; and the Reasons why a Master should be responsible for his Crew are, because it is of his own chusing, and under his Correction and Government, and on Ship-board know no other superior but himself, and if they are faulty he may correct and punish them (in a moderate Manner) and justify the same by Law; and the Fact being proved against them, he may re-imburse himself out of their Wages. *Just. de ob. jure exdict. l. Fin. Pasch. 11 Jac. in B. R. Herne. verif. Smith. Roll's Abridg. 533.*

This Act explains and amends an Act of 7 Geo. II. Cap. 15. intituled, *An Act to settle how far Owners of Ships shall be answerable for the Acts of the Masters or Mariners.* *26 Geo. III. Cap. 86.*

From and after September 1, 1786, no Person or Persons, who is, are, or shall be Owner or Owners of any Ship or Vessel, shall be subject or liable to answer for or make good, to any one or more Person or Persons, any Loss or Damage, by Reason of any Robbery, Embezzlement, Secreting, or making away with, of any Gold, Silver, Diamonds, Jewels, precious Stones, or other Goods or Merchandise, which shall, from and after that Day, be shipped, taken in, or put on board any Ship or Vessel, or for any Act, Matter or Thing, Damage or Forfeiture; done, occasioned, or incurred, from and after the passing this Act, without the Privy and Knowledge of such Owner or Owners; further than the Value of the Ship or Vessel, with all her Appurtenances and the full Amount of the Freight due, or to grow due, for and during the Voyage wherein such Robbery, Embezzlement, secreting, or making away with as aforesaid, shall be made, committed, or done; although the Master or Mariners, shall not be in any-wise concerned in or privy to such Robbery, Embezzlement, Secreting, or making away with; any Law, Custom, or Usage, to the contrary thereof in any wise notwithstanding. *Secl. 1.*



26 Geo. III. No Owner or Owners of any Ship or Vessel shall be subject or liable to answer  
C. 86. S. 2. for or make good, to any one or more Person or Persons, any Loss or Damage which may happen to any Goods or Merchandise whatever; which from and after September 1, 1786, shall be shipped, taken in, or put on board any such Ship or Vessel; by Reason or Means of any Fire happening to or on board the said Ship or Vessel.

Sec. 3. No Master, Owner or Owners of any Ship or Vessel, shall be subject or liable to answer for, or make good, to any one or more Person or Persons, any Loss or Damage which may happen to any Gold, Silver, Diamonds, Watches, Jewels, or precious Stones, which from and after the passing this Act, shall be shipped, taken in, or put on board any such Ship or Vessel; by Reason or Means of any Robbery, Embezzlement, making away with, or secreting thereof, unless the Owner or Shipper thereof shall, at the Time of shipping the same, insert in his Bill of Lading, or otherwise declare in Writing to the Master, Owner or Owners of such Ship or Vessel, the true Nature, Quality, and Value of such Gold, Silver, Diamonds, Watches, Jewels, or precious Stones.

Sec. 4. Enacts that if several Freighters or Proprietors of any such Gold, Silver, Diamonds, Jewels, or precious Stones, or other Goods or Merchandise, shall suffer any Loss or Damage, by any of the Means aforesaid, in the same Voyage (Fire only excepted) and the Value of the Ship or Vessel with all her Appurtenances, and the Amount of the Freight due, or to grow due during such Voyage, shall not be sufficient to make full Compensation to all and every one of them, then such Freighters or Proprietors shall receive their Satisfaction thereout in Average, in Proportion to their respective Losses or Damages; and in every such Case, it shall and may be lawful to and for such Freighters or Proprietors, or any of them, on Behalf of himself and all other such Freighters and Proprietors, or to and for the Owners of such Ship or Vessel, or any of them, or on Behalf of himself and all the other Part Owners of such Ship or Vessel, to exhibit a Bill in any Court of Equity for a Discovery of the total Amount of such Losses or Damages, and also of the Value of such Ship or Vessel, Appurtenances and Freight, and for an equal Distribution and Payment thereof amongst such Freighters and Proprietors, in Proportion to their respective Losses or Damages, according to the Rules of Equity; provided always, that if any such Bill shall be exhibited, by or on the Behalf of the Part-Owners of such Ship, the Plaintiff or Plaintiffs shall annex an Affidavit to such Bill or Bills, that he, or they do not collude with any of the Defendants thereto; and shall thereby offer to pay the Value of such Ship or Vessel, Appurtenances, and Freight, as such Court shall direct; and such Court shall thereupon take such Method for ascertaining such Value, as to them shall seem just, and shall direct the Payment thereof, in like Manner as is now used and practised in Cases of Bills of Interpleader.

Sec. 5. Provided always, that nothing in this present Act contained shall extend, or be construed to extend, to impeach, lessen, or discharge any Remedy, which any Person or Persons now hath or shall or may hereafter have, against all, every, or any the Masters and Mariners of such Ship or Vessel, for or in Respect of any Embezzlement, Secreting or making away with any Gold, Silver, Diamonds, Jewels, precious Stones, or Merchandise, shipped or loaded on board such Ship or Vessel, or on Account of any Fraud, Abuse, or Malversation of and in such Masters and Mariners respectively; but that it shall and may be lawful to, and for every Person or Persons so injured or damaged, to pursue and take such Remedy for the same, against the said Master and Mariners respectively, as he or they might have done before the making of this Act.

When Goods are once delivered to a Master, they are not subjected to be attached in his Hands, nor can any Custom whatsoever support the same, for they are in Law as it were bailed to the Ship, until the Freight and all other Charges are paid: And it is very much doubted whether an Attachment can be made in London of any Goods lying on board Ship, in the River of Thames (though the Port of London) notwithstanding Freight, and all other Charges are paid off.

Mill. 8 Ann. Commissioners of Bankruptcy issued a Warrant to seize Goods of a Bankrupt  
in Chancery. on board two Ships in Topham Bay in Devonshire; the Goods were consigned to Persons

Persons in *Holland*, who had not paid the Bankrupt for them; the Masters refused to deliver the Goods notwithstanding the Warrant, which occasioned the Commissioners coming to demand them, though they were still refused.

Sir *Peter King* moved for an Order upon the Masters for their Contempt.

The Court at first greatly doubted, whether they could make an Order in Aid and Assistance of the Warrant of the Commissioners of Bankruptcy, the Statute having vested a large Power in them; besides, the Persons, to whom the Goods were consigned, would be indebted to the Creditors of the Bankrupt, which Creditors may recover by the Law of *Holland*.

Sir *Peter King*. We shall rather lose the Goods than follow them into *Holland*.

Lord Chancellor. Their refusing to deliver the Goods upon Warrant is no Contempt to this Court, though the Commissioners act under a Commission under the Broad Seal: The Masters in this present Case have some Colour to detain the Goods, for upon a Delivery of them, they may be disappointed of Freight, and the Assignees of the Commission must stand in the same Place as the Bankrupt, and be subject to his Contract.

But, however, an Order was made upon the Masters to deliver the Goods upon Payment of the Freight, and the Masters to be indemnified by the Creditors against a Bill of Lading, which was sent by the Consignees.

I have now finished the subject of *Ships* and *Seamen*, which has been spun out to a great Length by the necessary Quotations of the Cases and Laws so interesting a Topic calls for; and I think the omitting of any of them would have rendered the Discourse defective. I shall now according to my proposed Method, proceed to treat of other Marine Affairs; such as

### *Freight, Charterparties, Bills of Lading, Demorage, and Bottomry.*

**F**REIGHT is the Sum agreed on for Hire of a Ship, entirely or in part, for the Carriage of Goods, from one Port to another, or to many Ports; and must be paid in Preference to all other Debts, for whose Payment the Goods stand engaged; but as those are responsible to the Ship for her Hire, so is the Ship to the Owner of the Goods, in Case of Damage or Waste, through any Defect of the Vessel or Sailors.

CHARTERPARTY (*Charta Partita*, i. e. a Deed or Writing divided) is the same in the Civil Law with an Indenture at the Common Law. The Parties are either the Owners of Ships on the one Part, and Merchants on the other; or Masters of Ships, invested by the Owners with Power to enter into Charterparties, and Merchants. It is necessary to state this Distinction because the Owners often Charter a Ship Outwards, and leave it to the Discretion of the Master to procure the best back Freight he can in the Foreign Port to which the Cargo is consigned. The Charterparty settles the Agreement, as the BILLS of LADING do the Contents of the Cargo, and binds the Master to deliver them well conditioned at the Place of Discharge, according to the Agreement; and for Performance, the Master or the Owner obliges himself, Ship, Tackle, and Furniture.

The taking a Ship to Freight is the hiring her of her Master or Owners, either in Part or the whole, and either by the Month for an *entire* Voyage, or by the Ton; and the *Contract*, reduced into a Writing, is commonly called a Charterparty, executed between the Freightier, and the Person who lets the Ship, and expressive of the different Particulars agreed on, as aforesaid.

The Master or Owners generally covenant to provide both a Sufficiency of Tackle and Mariners, and to fit the Ship in every Respect for performing the Voyage agreed on; and the Merchant, on his Part, stipulates to comply with the Payment, promised for Freight, on Delivery of his Goods, and both oblige themselves in Penalties for Non-compliance; the Nature and Form of which will

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be shewn in the subsequent Copy of a *Charterparty*, and the consequent Security of a *Bill of Lading*, both which I have inserted for my Readers' Government.

Per Leg. Nav. Rhod. Art. 19. If there be a verbal Agreement only, and *Earnest* given, and the same be broke off by the Merchant, according to the *Rhodian Law*, he loses his *Earnest*; but, if the Owners or Master repent, they forfeit double.

Cro. Car. 383. But by the *Common Law of England* the Party damnified may bring his Action on the Case, and recover all Damages on the Agreement.

If, by the Time appointed in the *Charterparty*, the Ship is not ready to take in, or the Merchant (after the Days of Demorage commonly granted) not ready to load, the Parties are at Liberty, and the suffering one hath his Remedy against the other by Action, to recompense the Damage.

Ju c Mar. L. 2. Cap. 4. S. 3. If Part of the Loading be on board, and some intervening Misfortune prevents the Merchant from shipping the whole in Time, the Master is at Liberty to contract with another, and shall have Freight by Way of Damage for the Time that those Goods were on board after that limited; for such Agreements, being of a conditional Nature, a precedent Failure as to a complete Loading will determine the same, unless afterwards affirmed by Consent; and though it be no Prudence for every Merchant or Master to depart from the Contract, on a Non-compliance of Articles, yet it is the highest Justice that Ships and Masters should remain free; for otherwise, by the bare Lading of a Cask or Bale, they might be defeated of the Opportunity of Passage, or Season of the Year.

Cro. Car. 383. 3 Lev. 283. So, on the other Hand, if the Vessel be not ready, the Merchant may ship the Remainder of his Goods on board another and discharge the first, and recover Damages against the Master or Owners for the rest; this being grounded on the like Reason as the former.

*Charterparties* have always by the *Common Law* had a genuine Construction as near as may be, and according to the Intention and Design, and not according to the literal Sense of Traders, or those that merchandize by Sea, yet they must be regularly pleaded; and therefore in an Action of Covenant or an Indenture dated the 9th Oct. 38 Eliz. wherein was recited, *Whereas by Indenture of Charterparty* dated, Sept. 8, 38 Eliz. between the Plaintiff and Francis Cherry, the Plaintiff having hired of him a Ship, for a Voyage to *Dantzick*, upon taking the Ship it was agreed between them, that the Ship should be laden with Corn at *Dantzick*, and sail from thence to *Legborn*: Now by the said Indenture, in Consideration the Plaintiff had agreed, that the Defendant should have the Moiety of Corn, *quod tunc fuit* (what then was) or afterwards should be laden in the Ship during the said Voyage, the Defendant covenanted to pay the Moiety of the Money for the said Corn, *quod tunc fuit*, or afterwards should be laden, &c. and alledgeth in fact that Oct. 9, 38 Eliz. the Ship was laden with sixty Lafts of Corn, and for not Performance of this Covenant the Action was brought; the Defendant pleaded, that the Deed was sealed and delivered Oct. 28, 38 Eliz. & *quod ad tunc vel postea* (and that at that Time or afterwards) there was not any Corn, laden there, and traverseth the Delivery Oct. 9, or at any Time afterwards before the 28th Oct. 38 Eliz. and it was adjudged upon Demurrer, that in Regard the Plaintiff declared upon a Deed dated Oct. 9, 38 Eliz. it shall be intended to have its Essence and Delivery at that Time, and no other; and if he should confess it to be delivered at any other Time, it would be a Departure from his Declaration, and the Word *tunc* is referred to the Delivery, and not to the Date; and if it were delivered ten Months after the Date, he should not have the Benefit of the Corn laden before the Delivery: And therefore the Defendant was adjudged not to be charged with paying for any Corn before the Delivery of the Deed, the Words of the Deed being, that he should pay for the Corn then laden, &c. which (*then*) is referred to the Time of the Essence of the Deed by the Delivery, and not to the Date.

2 Cro. 263.  
Osley v. Sir  
Baptist Hick.

3 Bulst. 152.  
1 Ro. 312.

*Atkinson* contracted with *Buckle* for the Carriage of an hundred Quarters of Barley, and promised to deliver unto him the hundred Quarters of Barley a-Ship-board at *Barton Haven* in the County of *York*, to carry them for him, and for the Carriage thereof did promise to pay him so much; and *Buckle* promised to carry the same for him, and accordingly brought his Ship to the said Haven, expecting

pecting there the Delivery of the hundred Quarters of Barley; but *Atkinson* came not to deliver the same to him, whereupon *Buckle* brought his Action of the Case upon the Promise, and upon *non assumpsit* pleaded, had a Verdict and Judgment, which was affirmed upon a Writ of Error.

Covenant upon a Charterparty between *Bolton* Owner, and *Lee* and *Morgan* Merchants, Freighters of a Ship, let by *Bolton*, on Freight, for a Voyage to *Guinea*, at 48*l.* per Month, and there was a mutual Covenant between the Parties, & *quemlibet eorum modo sequente* (and each of them in the following Manner) and then divers Covenants follow, concerning the Ship's Tackle and Performance of the Voyage; and then a Covenant for the Payment of the Freight (*viz.*) when the Ship arrived at *Guinea*, the Freight then due, was, upon Notice, to be paid in *England*; and when she arrived in *England*, the Residue, from the Time of the last Payment, was to be paid. And saith that at such a Time the Ship arrived, and that six Months and ten Days were then past, which came to so much, whereof Notice was given; and that after such a Time the Ship arrived in *England*, and that the Freight for six Months, from the Time of the last Payment, came to 287*l.* 4*s.* and that the Defendant had not paid any of the Sums; upon which the Defendant demurred, and took these Exceptions to the Declaration.

1. For this, that the Action is brought against one of the Defendants only, omitting the other, *sed non allocatur* (but not allowed), the Covenant being between them, *et quemlibet eorum*, (and each of them) is joint and several of every Part.

2. For that it appears upon Computation, the Plaintiff demanded more upon the first Breach than is due, by 30*s.* and less than is due upon the second by 16*s.* and though that the first may be cured by the Jurors finding less, or by the Plaintiff's releasing the Overplus, yet where he demands less than is due, it is incurable; and cited several Books there quoted for that Purpose in *assumpsit*, where, as in this Case, only Damages are to be recovered; and on the other Part was cited, *Cro. Jac.* 498. *Pemberton v. Shetton*, and 529. *Parker v. Curson & Uxor*. See 2 *Levinz* 4. *Hulme & Sambers*; and 2 *Vent.* 129. *Welby and Philips*. *Hale C. J.* took a Difference between this Case of Covenant and Debt, and held, that after Verdict it had been cured without Question; but upon Demurrer there may be some Doubt, the Demurrer being general; but had the Demurrer been special, it had been ill, and ruled Judgement, *pro Quer.* 2 *Levinz* 56, and 3 *Keble* 39 and 50, *Bolton* and *Lee*.

If Goods are fully laden on board, and the Ship hath *broke Ground*, and the Ad. Leg. Rhod. Merchant on Consideration determine again to unload them, and not prosecute the Adventure, by the *Marine Law* the Freight is due.

And if the Ship in her Voyage becomes unable, without the Master's Fault, or that the Master or Ship be arrested by any foreign Prince, or State, in her Voyage, the Master may either *mend his Ship, or freight another*; but if the Merchant will not consent thereto, then the Freight becomes due, for so much as the Ship hath *earned*; otherwise the Master is liable for all Damages that shall happen: And therefore if that Ship to which the Goods were translated perished, the Master shall answer; but if both the Ships perish, then he is discharged: But in Case of extreme Necessity, as that the Ship would be in a sinking Condition, and an empty Ship is passing by, or at Hand, he may translate the Goods; and if that Ship sinks or perishes, he is there excused; but then it must be apparent that the Ship seemed *probable* and *sufficient*.

If a Master shall weigh Anchor, and sail after the Time covenanted or agreed for his Departure, if any Damage happens at Sea after that Time, he shall refund and make Good all such Misfortune; yet if a Charterparty is made, that the Plaintiff shall sail from *London* to *Lisbon*, with the first Wind and Opportunity, &c. in Consideration of which the Merchant did covenant to pay so much for Freight; the Ship departs not with the first Wind and Opportunity, yet afterwards *breaks Ground*, and arrives at her Port, the Freight in this Case is become due; for there is nothing can bar the Ship of her Freight, but the not Departure, for only that in Law is traversable, being material to avoid the Payment

1 Mod. Caf.  
154. Salk.  
393. Pl. 2.

Leg. Oleron.  
Jud. ult. ad  
Rhod.

Digest.  
Paulus, L. 14.  
C. 2. §. 10.

Papham 161.  
Palmer, 398.  
Larch 12, 49.

ment of the Freight; but to say the Ship did not depart with the next Wind, is but a Circumstance, which, in Strictness of Law is not traversable.

If it be agreed, that the Master shall sail from *London* to *Leghorn* in two Months, and Freight accordingly is agreed on, if he begins the Voyage within the two Months, though he does not arrive at *Leghorn* within the Time, yet the Freight is become due.

2 Fern. 210. The *East-India* Company might by Charterparty keep a Ship they had freighted a long Time in *India*, and did so keep her until she was unfit for Service, and could not come home; they were obliged in *Chancery* to pay the Damage, though by the Charterparty it was payable at the Return of the Ship.

2 Fern. 212. So where no Freight was to be paid for the Cargo *Outwards*, but Freight for the Cargo *Homewards*, and the Factor abroad had no Goods to load her home-wards, Payment of the Freight was decreed.

And if a Ship is freighted to go to any Place to load, and on Arrival there the Factor cannot, or will not put any thing on board her, after the Master has staid the Days agreed on by Charterparty, and made his regular Protests, he shall be paid, empty or full.

2 Fern. 727. Though the Officers and Mariners gave Bond not to demand Wages, unless the Ship returned to *London*, she arrived at a delivering Port and afterwards was taken by the Enemy, they had their Wages to the delivering Port.

Leg. Relap- If a Ship is freighted from one Port to another, and thence to a third, fourth, tiff. de pœni- and so Home to the Port from whence she first sailed (commonly called a trading Voyage) this is all but one and the same Voyage, so as it be in Conformity to the Charterparty.

9 Trin. 9 Jac. A Merchant agrees with a Master, that if he carries his Goods to such a Port, he will then pay him such a Sum; in the Voyage the Ship is assaulted, entered and robbed by Pirates, and Part of her Lading taken forth, and afterwards the Remainder is brought to the Port of Discharge; yet the Sum agreed upon is not become due, for the Agreement is not by the Master performed.

1 Co. 97. Shel- Though by the *Civil Law* this is *vis major* or *casus fortuitus* (the greater Force ley's Case. or an accidental Case) there being no Default in the Master or his Mariners, and the same is a Danger or Peril of the Sea, which if not in naval Agreements expressed, yet it is naturally implied; for it is certain, that if those Goods which the Pirates carried away had been in Strefs of Weather thrown overboard, the same would not have made a Disability as to the Receipt of the Sum agreed on; for both by the *Common and Marine Law*, the Act of God, or that of an Enemy, shall no Ways work in private Actions.

If a Ship be freighted by the Ton, and she is full laden according to the Charterparty, the Freight is to be paid for the whole, otherwise but for so many Ton as the Lading amounted to.

7 Jur. Mar. If Freight be contracted for the Lading of certain Cattle, or the like, from 1. 2. Ch. 4. *Dublin* to *West-Chester*, and some of them happen to die before the Ship's Ar- 5. 8. rival, the whole Freight is become due as well for the Dead as the Living.

Ditto. But if the Freight be contracted for the transporting them, at so much *per* Head, if Death happens, there ariseth due no more Freight than only for such as are living, at the Ship's Arrival at her Port of Discharge, and not for the Dead.

Ditto. When Cattle or Slaves are sent aboard, without any previous Agreement for lading or transporting them, but generally, then Freight shall be paid as well for the Dead as the Living; and if Freight be contracted for the transporting of Women, and they happen in the Voyage to be delivered of Children, no Freight becomes due for the Infants.

Ditto. If Goods are sent on board, generally, the Freight must be according to that commonly paid for the like accustomed Voyages.

Ditto. If a Ship shall be freighted, and named to be of such a Burthen, and being freighted by the Ton, shall be found less, there shall be no more paid than only by the Ton, for all the Goods that were laden on board.

Ditto. And if a Ship be freighted for two Hundred Tons or thereabouts, the Addition of *thereabouts* is commonly reduced to be within five Ton, more or less, as the Moiety of the Number ten, whereof the whole is compounded.

If a Ship be freighted by the Great, and the Burthen of it not expressed, yet *Choff. 9. Jones verif. Lowering. Styles 220.*  
the Sum certain is to be paid.

If a Freighter, by loading prohibited or unlawful Goods, occasions the Ship's Detention, or otherwise impedes her Voyage, he shall pay the Freight contracted and agreed for.

When a Ship is freighted *out* and *in* (or *out* and *home*) there is no Freight due till the whole Voyage is performed; so that if the be cast away coming Home, the Freight *outwards*, as well as *inwards*, becomes lost. *Trin. 9. Jac. B. R. Bright verif. Croger, Brownlow, Part 2. In Chancery. 13 July, 1689.*

A Part Owner of a Ship sued the other Owners for his Share of the Freight on finishing her Voyage: but the other Owners had fitted her out, in which the Complainant would not join, whereupon the other Owners complained in the Admiralty; and by Order there, they gave Security, if the Ship perished in the Voyage, to make good to the Plaintiff his Share, or to that Effect; in such a Case, by the Law Marine and Course of the Admiralty, the Plaintiff was to have no Share of the Freight: It was referred to Sir *Lionel Jenkins* to certify the Course of the Admiralty, who certified accordingly, and that it was so in all Places, for otherwise there would be no Navigation; whereupon the Plaintiff's Bill was dismissed.

If a Master lets out his Ship, and afterwards secretly takes in other Goods unknown to the first Freighter, by the Law Marine he loses his Freight; and if it should so fall out, that any of the Freighter's Goods should for safety of the Ship be cast overboard, the Rest shall not become subject to the Average, but the Master must make the Damage good; though, if the Goods are brought into the Ship secretly and unknown to him, it is otherwise; and Goods so brought in, may be subjected to what Freight the Master thinks fit. *Leg. Oleron; Leg. Naval. Rhod. Art. 25. Consul. Del. Mer.*

When a Ship puts into any other Port than that she was bound to by Agreement, the Master shall answer all Damages that shall accrue thereby; but if she was forced in by Storm, Enemies, or Pirates, he must afterwards proceed to that he was obliged to by the Contract. *Leg. Oleron.*

In Construction of Law, the Lading of the Ship is *tacitly* obliged for the Freight, the same being in Point of Payment preferred before any other Debts to which the Goods so laden are liable, though such Debts, as to Time, were *precedent* to the Freight; for the Goods remain, as it were, bailed for the same; nor can they be *attached* in the Master's Hands, though it is commonly conceived otherwise. *Bald. in leg. certi Jurisinf Q. in Verb. quid ergo Cod. locat.*

As Ships deserve Wages like a Labourer, the Actions touching the same are, in the Eye of the Law, generally construed favourably for the Ship and Owners; and therefore if four Parts in five of them shall make up their Accounts with the Freighters, and receive their Proportions, yet the fifth Man may sue singly by himself without joining with the Rest, and this as well by the *Common Law* as the *Law Marine*. *Stannly verif. dyle. by Hale 3 Keb. 414.*

If a Ship in her Voyage happens to be taken by an Enemy, and afterwards is re-taken by another Ship in Amity, and Restitution is made, and she proceeds on in her Voyage, the Contract is not determined, though the taking by the Enemy divested the Property out of the Owners; yet by the Law of War, that Possession was defeasible, and being recovered in Battle afterwards, the Owners become re-invested; so the Contract, by Fiction of Law, became as if she never had been taken, and so the entire Freight becomes due. *R. II. Stalkian Abridg. 54.*

It was covenanted by a Charterparty, that a Ship should return by a certain Time within the River of *Thames*, (the Dangers of the Sea excepted) and afterwards in the Voyage, and within the Time of the Return, the Ship was taken upon the Sea by Enemies unknown to the Covenanter, and being detained by them could not return within the River of *Thames*, within the Time mentioned in the Covenant. *Resolved*, this Impediment was within the Exception, for these Words intend as well any Danger upon the Sea by Pirates or Men of War, as Dangers of the Sea, by Shipwreck, Tempest, or the like. *Pickering and Barkly. Styles 112. 2 Roll's Abridg. 248.*

If Freight be taken for a Hundred Tons of Wine, and Twenty of them leak out, so that there is not above eight Inches from the Bulge upwards, yet the Freight becomes due; but, if they be under eight Inches, some conceive it then to be in the Election of the Freighters to sling them up to the Master for Freight; *Boyer verif. Col. Hill. 176. 27 Car. II. B. R.*

N n but



but most think otherwise; for if all had leaked out (if there was no Fault found in the Stowage, by a Survey from the *Trinity-House*) there is no Reason the Ship should lose her Freight; for the Freight arises from the Tonnage taken, and if the Leakage was occasioned through Storm\*, the same perhaps may come into an Average.

It is certain if a Ship freighted by the Great be cast away, the Freight is lost; but if by the Ton or Parcels, and Part thereof is saved from the Wreck; *doubted* whether *pro rata*, she ought not to be answered her Freight†.

If a Ship by *Charterparty*, reciting her to be of the Burthen of 200 Tons, is taken to Freight for a Sum certain, to be paid at her Return, the Sum certain is to be paid, though the Ship amounts not to that Burden.

In Case a Ship is freighted after the Rate of 20*l.* for every Month that she shall be out, to be paid after Arrival at the Port of *London*; and the Ship is cast away coming up from the *Dorens*, but the Lading is all preserved, in this Case the Freight is become due; for the Money arises so Monthly by the Contract, and the Place mentioned is only to shew where Payment is to be made; for the Ship deserves Wages like a Mariner who serveth by the Month; and though he dies in the Voyage, yet his Executors are to be answered *pro rata*. Besides, the Freight becomes due by Indentment on the Delivery or Bringing-up of the Commodities to the Port of *London*, and not of the Ship.

<sup>1</sup> Bullst. 176. If a Man freights a Ship out, and covenants that the Ship should sail out of that Port to *Cadiz* with the first fair Wind and Opportunity, and the Freighters covenants, that for the Freight of all the Premises he would pay unto the Master 184*l.* if the Master doth not aver, that the Ship did arrive at the Port of *Cadiz*, he cannot maintain an Action against the Freighters.

If the Master enters into a *Charterparty* for himself and Owners, the Master in that Case may release the Freighters, without advising with the Owners; but if the Owners let the Ship out to Freight, whereof *J. J.* is Master, though the Master covenant in the same *Charterparty* and subscribes, yet his Release in that Case will not bind the Owners, but the Owners' Release on the other Hand will include the Master; and the Reason is, for that the Master is not made a proper Party to the Indenture. And so it was ruled, where an Indenture of *Charterparty* was made between *Scudamore* and others, Owners of the good Ship called the *B.* whereof *Robert Pitman* was Master, on the one Part, and *Vandenslene* on the other Part; in which Indenture the Plaintiff did covenant with the said *Vandenslene* and *Robert Pitman*, and bound themselves to the Plaintiff and *Robert Pitman* for the Performance of Covenants in 600*l.* and the Conclusion of the Indenture was—

*In Witness whereof* the said *Robert Pitman* put his Hand and Seal, and delivered the same: In an Action of Covenant, for not performing certain Covenants in this Indenture, the Defendant pleaded the Release of *Pitman*, whereupon the Plaintiff demurred, and it was adjudged, that the Release of *Pitman* did not bar the Plaintiff, because he was no Party to the Indenture; and the Diversity in that Case was taken and agreed between an Indenture reciprocal between Parties on the one Side, and Parties on the other Side, as that was; for there no Bond, Covenant, or Grant, can be made to, or with any that is not Party to the Deed; but where the Deed indented is not reciprocal, but is without a *Between*, &c. as *Omnibus Christi fidelibus*, &c. there a Bond, Covenant, or Grant, may be made to divers several Persons.

If an Indenture of *Charterparty* be made between *A.* and *B.* Owners of a Ship of the one Part, and *C.* and *D.* Merchants of the other Part; and *A.* only seals the Deed on the one Part, and *C.* and *D.* on the other Part; but in the Indenture it is mentioned that *A.* and *B.* covenant with *C.* and *D.* and *C.* and *D.* covenant with *A.* and *B.*: In this Case, *A.* and *B.* may join in an Action against *C.* and *D.* though *B.* never seals the Deed, for he is a Party to the Deed, and *C.* and *D.* have sealed the other Part to *B.* as well as to *A.*

Covenant upon a *Charterparty* by which the Master of a Ship covenants to sail with the first fair Wind to *Barcelona*, and that the Mariners shall attend with a Boat

\* Masters should take care to make their regular Proofs after a Storm, as they may suffer severely by omitting it.  
† It is common to give up what is saved in the Assured, that the Assured may recover the whole Insurance.

Molloy Jur.  
Marit. 224,  
225.

<sup>1</sup> Bullst. 176.  
<sup>1</sup> Inst. 204, a.  
Dy. 76, a.  
<sup>2</sup> Sand. 350.

*Cro. Eliz.* 56.  
*Scudamore &*  
*Al. vers. Pit-*  
*man, Trin.*  
*29 Eliz. in*  
*B. R. cited in*  
*Coke 2 Instit.*  
*Fol. 673.*

*2 Levins 74.*  
*Cock & Child*  
*and 3 Levins*  
*138. Gilby v.*  
*Copley, qui*  
*se habet contra*

*Clement vers.*  
*Henley, 2 Roll's*  
*Abr. 22.*

a Boat to relade the Ship, and then to return with the first fair Wind to London, and to unlade and deliver the Goods; and the Merchants covenant to pay so much for Freight, and so much for Demorrage every Day; the Master brought his Action for the Freight and Demorrage, and declares that he sailed such a Day, with the first fair Wind, and upon all the other Points. The Defendant pleads *quoad* the Freight, that the Ship did not return directly to London, but went to *Alicant* and *Tangier*, and made divers Deviations, and by these Delays the Goods were spoiled; and as to the Demorrage, that this was occasioned by the Negligence of the Mariners, in not attending with the Boat to relade the Ship, to which the Plaintiff demurred; and *per Curiam pro Quer.* for that the Covenants are mutual and reciprocal, upon which each shall have his Action against the other, but shall not plead the Breach of one in Bar of another, for perhaps the Damage of the one Side and the other are not equal.

If a Factor freights a Ship, by Order and for Account of another, Out and Home, and a *Charterparty* is accordingly made and indented between him and the Master, the Factor is liable for the Freight and Performance of all Covenants; but if the Ship be only freighted Outwards, and loaded by the Factor, the Goods shipped are only liable for the Freight, and no Demands to be made on the Freighters in Virtue of the *Charterparty*, but the Person who receives the Goods is to pay it, according to the Tenor of the Bill of Lading.

If a Ship is freighted Out and Home, and after having delivered her Cargo at the Place agreed on, there are no Goods provided for her Re-lading, the Master must stay the Days of Demorrage agreed on by *Charterparty*, and make his regular Protest for his Freighters Non-Compliance, who will in this Case be obliged to pay him empty for full; though should the Master not wait the Time stipulated, or omit to make his Protest, he will lose his Freight; and in Case the Master, on his finding no Goods provided by his Freighters, should determine to load some on his own Account, as Salt, or the like, this will not obstruct his recovering his Freight; for if the Ship had been laden only with Salt by the Merchant, which (it may be) would not pay half the Freight, yet the Shipper or Proprietor may at Pleasure abandon the same to the Master for his Freight, and he can demand no more by the *Charterparty*; but if the Master take in such Salt on his own Account, before the Days of Demorrage are expired, and that by some Condition made with his Freighters, he may claim Freight, then this latter is to have the Benefit of the Salt in Deduction of the said Freight.

#### Form of a Charterparty of Affreightment.

**T**HIS Charterparty, indented, made, &c. between A. B. of, &c. Mariner, Master, and Owner of the good Ship or Vessel called, &c. now riding at Anchor at, &c. of the Burthen of two hundred Tons, or thereabouts, of the one Part, and C. D. of, &c. Merchant, of the other Part, Witnesseth, that the said A. B. for the Consideration herein after mentioned, hath granted, and to Freight letten, and by these Presents doth grant, and to Freight let, unto the said C. D. his Executors, Administrators, and Assigns, the whole Tonnage of the Hold, Sternsheets, and Half Deck, of the said Ship or Vessel, called, &c. from the Port of London to, &c. in a Voyage to be made by the said A. B. with the said Ship, in Manner hereafter mentioned (that is to say) to sail with the first fair Wind and Weather, that shall happen after, &c. next, from the said Port of London, with the Goods and Merchandize of the said C. D. his Factors, or Assigns, on board, to, &c. aforesaid (the Dangers of the Sea excepted) and there unlade and make Discharge of the said Goods and Merchandizes; and also shall there take into, and aboard the said Ship again, the Goods and Merchandizes of the said C. D. his Factors, or Assigns, and shall then return to the Port of London, with the said Goods, in the Space of, &c. limited for the End of the said Voyage. In Consideration whereof the said C. D. for himself, his Executors, and Administrators, doth covenant, promise, and grant, to and with the said A. B. his Executors, Administrators, or Assigns, by these Presents, that the said C. D. his Executors, Administrators, Factors, or Assigns, shall, and will, well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators, or Assigns, for the Freight of the said Ship and Goods, the Sum of, &c. (or so much per Ton) within twenty-one Days after the said Ship's Arrival, and

## CHARTER-PARTIES.

and Goods returned and discharged at the Port of London aforesaid, for the End of the said Voyage: And also shall and will pay for Demorage (if any shall be by the Default of him the said C. D. his Factors or Assigns) the Sum of, &c. per Day, daily, and every Day, as the same shall grow due. And the said A. B. for himself, his Executors, and Administrators, doth covenant, promise, and grant, to and with the said C. D. his Executors, Administrators, and Assigns, by these Presents, that the said Ship or Vessel shall be ready at the Port of London, to take in Goods by the said C. D. on or before, &c. next coming. And the said C. D. for himself, his, &c. doth covenant and promise, within ten Days after the said Ship or Vessel shall be thus ready, to have his Goods put on board the said Ship, to proceed on in the said Voyage; and also on the Arrival of the said Ship at, &c. within, &c. Days, to have his Goods ready to put on board the said Ship, to return on the said Voyage. And the said A. B. for himself, his Executors, and Administrators, doth further covenant and grant to and with the said C. D. his Executors, Administrators, and Assigns, that the said Ship or Vessel now is, and at all Times during the said Voyage shall be, to the best Endeavours of him the said A. B. his Executors, and Administrators, and at his and their own proper Costs and Charges, in all Things made and kept stiff, staunch, strong, well apparelled, furnished, and provided, as well with Men and Mariners, sufficient and able to sail, guide, and govern the said Ship, as with all Manner of Rigging, Boats, Tackle, Apparel, Furniture, Provision, and Appurtenances fitting and necessary for the said Men and Mariners, and for the said Ship during the Voyage aforesaid. In Witness, &c.

The following is the Form of a Charterparty, whereby the Owners of one Moiety of a Ship let to Freight their Share to the Owners of the other Moiety.

**T**HIS Charterparty, indented, made, &c. between A. B. and C. D. of London, Merchants, Owners of the one Moiety or half Part of the good Ship or Vessel called the *Neptune*, of the Burthen of 200 Tons, with the like Moiety of all the Sails, Masts, Tackle, Apparel, Furniture, Ordnance, and Appurtenances thereunto belonging, now riding at Anchor in the River of *Tbames*, within the Port of London, of which the said C. D. is Master, of the one Part, and E. F. and G. H. of London, Merchants, Owners of the other Moiety and Residue of the said Ship, with the Masts, Sails, Tackle, Ordnance, Furniture, and Apparel thereunto belonging, on the other Part, WITNESSETH, that the said A. B. and C. D. have granted and letten to Freight, and by these Presents do grant and let to Freight, all their said Part and Moiety of the said Ship and Premises, unto the said E. F. and G. H. for a Voyage with her (by God's Grace) to be made in Manner and Form following:

*That is to say*, That the said A. B. and C. D. for them, their Executors, Administrators and Assigns, do hereby covenant and grant to and with the said E. F. and G. H. for them, their and each of their Executors and Administrators by these Presents, that the said Ship (being already laden) shall, with the first good Wind and Weather, after the Date hereof (God permitting) sail directly from the said River of *Tbames* to the Port of *Legborn* in *Italy* (the Perils and Dangers of the Seas excepted) and there unlade and discharge such Goods and Merchandizes as shall be directed and appointed by the said E. F. and G. H. or one of them, their, or one of their Factors or Assigns, in good Condition; and from thence shall sail, and take her direct Course, as Wind and Weather shall serve, with as much Speed as may be (the Perils and Dangers of the Sea excepted) to *Venice*, and there shall stay and abide the Space of twenty working Days, next after her Arrival there, to unlade all such Goods and Merchandizes as shall remain on board for Account of E. F. and G. H. after her first Delivery at *Legborn* as aforesaid; and to relade such Goods, Wares, and Merchandizes as the said E. F. and G. H. or either of them, their or either of their Factors or Assigns, shall think fit to charge and re-lade aboard and into the said Ship, *that is to say*, so much as the said Ship can conveniently carry, over and above her Victuals, Tackle, Ammunition, Apparel, and Furniture.

And the said Ship with her said Lading shall with the first good Wind and Weather, after the Expiration of the said twenty Days, sail and proceed from the said City of *Venice* to *London*, with the said Goods, within the Time, &c. In Consideration

# BILLS OF LADING, &c.

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consideration whereof the said *E. F.* and *G. H.* for themselves, and either of them, their and either of their Executors and Administrators, do covenant, promise, and grant to and with the said *A. B.* and *C. D.* and either of them, their and either of their Executors, Administrators, and Assigns, *by these Presents*, that they the said *E. F.* and *G. H.* or one of them, their, or one of their Executors, Administrators, or Assigns, shall and will well and truly pay or cause to be paid to the said *A. B.* and *C. D.* or one of them, their, or one of their Executors or Administrators, within the said City of London, for every Ton of such Wares and Merchandizes as shall be laden or unladen in the said Ship, during the said Voyage, the Sum of, &c. (*counting the Tonnage according to Custom; or if a certain Sum is agreed for the Voyage, Out and Home, or so much per Month*) for the Part and Interest of the said *A. B.* and *C. D.* in the said Ship, and for, and in Respect of the Freight and Hire of their Part of her; which said Money is to be paid in Manner and Form following, *That is to say*; one third Part thereof upon the right Discharge of the said Ship, and another third Part thereof within the Space of six Weeks then next following, and the remaining third Part thereof within the Space of two Months next ensuing after the End and Determination of the said six Weeks. And also shall and will pay for demurrage (if any shall be by Default of the said *E. F.* and *G. H.* their Factors or Assigns) the Sum of—per Day, daily, and every Day, as the same shall grow due.

And the said *A. B.* and *C. D.* for them, and either of them, their and either of their Executors and Administrators, do covenant and grant to and with the said *E. F.* and *G. H.* their Executors and Administrators, *by these Presents*, that the said Ship, for their Part, shall be strong and staunch, and well and sufficiently tackled and apparelled, with Sails, Sail-yards, Anchors, Cables, Ropes, Gun-Shot, Artillery, Gunpowder, and all other Instruments, Tackle, and Apparel, needful and necessary for such a Ship and for such a Voyage, together with an able Master, and sufficient Number of Mariners.

And to the Performance of all, and every the Covenants, Grants, Articles, and Agreements, on the Parts, and Behalfs of every of the said Parties, truly to be holden, performed; and kept, in all Things as is aforesaid, the said Parties to these Presents, do bind themselves to one another: *that is to say*, the said *A. B.* and *C. D.* do by these Presents bind themselves, and either of them, and their several Executors and Administrators, Goods, and their Part and Interest in the said Ship, with the Furniture thereof, to the said *E. F.* and *G. H.* and to their Executors and Administrators; and the said *E. F.* and *G. H.* do in like Manner bind themselves, and either of them, their and either of their Executors, Administrators, and Assigns, and all their Goods and Interest in the said Ship, to the said *A. B.* and *C. D.* their Executors and Administrators, in the Sum or Penalty of one thousand Pounds, of lawful Money of Great-Britain, by the Party or Parties infringing the said Covenants, or any of them, to the other Party or Parties truly observing, to be paid by Virtue of these Presents.

If before the Departure of the Ship there should happen an Embargo, occasioned by War, Reprisals, or otherwise, with the Country to which the Ship is bound, so that she cannot proceed on her Voyage, the *Charterparty* shall be dissolved without Damages or Charges to either Party, and the Merchant shall pay the Charges of unloading his Goods; but if the Restraint arises from a Difference between the Parties themselves, the *Charterparty* shall still remain valid in all its Points.

If the Ports be only shut, and the Vessels stopped for a Time, the *Charterparty* shall still be valid, and the Master and Merchant shall be reciprocally obliged to wait the Opening of the Ports, and the Liberty of the Ships, without any Pretensions for Damages on either Side.

However, the Merchant, at his own Charges, may unlade his Goods during the shutting up of the Port, upon Condition either to relade them, or indemnify the Master. The great Variety or Circumstances which different Voyages occasion, naturally produce a correspondent Diversity in *Charterparties*, and were I to quote a Series of all that offers on this Head, I should greatly exceed the Limits I have prescribed myself. I therefore the rather omit it, as from those

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preceding

preceding others may be formed, to answer every Purpose required; I shall, therefore, to what has already been said about Freight, add here the Copy of a Bill of Lading, which is a Writing wherein Masters of Ships acknowledge the Receipt of Goods abroad, and oblige themselves to deliver the same in good Order and Condition at the Place where they are consigned to. There must always be three made out, and in England they are to be on stamped Paper, otherwise they are invalid, of which, *one* should be remitted *per* first Post after signing to the Person the Goods go to, the *second* remain with the Shipper, and the *third*, made out on an unstamped Paper, be given to the Master for his Government, in ascertaining the specific Merchandise he has on board.

The Form of a Bill of Lading, viz.

W. B.  
N<sup>o</sup>. 1 & 10.

**S**HIPPED in good Order by A. B. Merchant, in and upon the good Ship called *whereof* C. D. is Master, now riding at Anchor in the River of Thames, and bound for Alicant in Spain, ten Bales, containing fifty Pieces of Broad Cloth, marked and numbered as per Margin, and are to be delivered in the like good Order and Condition at Alicant aforesaid (the Dangers of the Seas excepted) unto E. F. Merchant there, or to his Assigns, be or they paying for the said Goods *per* Piece Freight, with Primage and Average accustomed. In Witness whereof the Master or Purser of the said Ship hath affirmed to three Bills of Lading of this Tenor and Date, one of which Bills being accomplished, the other two to stand void. And so God send the good Ship to her designed Port in Safety. Amen.

Dated at London.

The Difference between a Bill of Lading and a Charterparty is, that the first is required and given for a single Article or more, laden on board a Ship that has sundry Merchandise shipped for sundry Accounts. Whereas a Charterparty is a Contract for the whole Ship. Bills of Lading ought to be signed by the Master within twenty-four Hours after the Delivery of the Goods on board. But upon Delivery of the Goods, the Master, or other Person officiating for the Master in his Absence, is to give a common Receipt for them, which is to be delivered up, upon the Master's signing the Bills of Lading.

Upon delivering the Goods at the Port of Destination to the Shipper's Factors or Assigns, giving up the Bill of Lading sent to the Factors or Assigns is not a sufficient Discharge, but the Master may insist upon a Receipt.

DEMORRAGE, or DEMURRAGE, is an Allowance made to the Master of a Ship by his Freighters, for staying longer in a Place than the Time first appointed for his Departure, or his Stay at the delivering Ports; and is generally inserted in the Charterparty to be paid daily as it becomes due; the Days are always limited, so that on Expiration thereof, and Protests duly made, the Master is at Liberty to proceed, as is before-mentioned. The Price is regulated by the Burthen of the Ship.

BOTTOMRY is the Act of borrowing Money upon the Keel or Bottom of a Ship by engaging the Vessel for the Re-payment, so that in Case she miscarry, the Lender loses his Money, though, if she finishes her Voyage and arrives in Safety, the Borrower is to re-pay the Loan with a Premium or Interest agreed on (which is always adequate to the Risk) and if this is denied, or deferred, the Lender shall have the Ship.

Bottomry is likewise called *Fœnus Nauticum*, *Pecunia trajectitia*, and sometimes *Ufura Marina*, though improperly, for notwithstanding the Interest in these Contracts is always much larger than that the Law prescribes for Monies lent on landed Securities, yet it is never accounted *Ufury*, as Marine Loans are furnished at the Hazard of the Lender, which the others are not; and where the Risk is greatest on the advanced Monies, the Profit ought reasonably to be so too.

Money lent on Bottomry is commonly on the Ship only, though sometimes it is upon the Person of the Borrower, and sometimes on both; the first is where a Man takes up Money, and obliges himself, that if the Ship agreed on arrives at such a Port, then to re-pay the Loan, with the Interest stipulated, but if the Ship miscarry, then nothing. But when Money is lent at Interest, it is delivered

See Lewis,  
206, 207.



at the Peril of the Borrower, and the Profit of this is merely the Price of the Loan; whereas the Profit of the other is a Reward for the Danger and Adventure of the Sea, which the Lender takes upon himself, and makes the Interest lawful. *Jacob's Law*  
*Usura Marina* joins the advanced Money and the Danger of the Sea together; *Dictionary*,  
 and this obligatory sometimes to the Borrower's Ship, Goods, and Person.

The Interest on Bottomry may amount to 30 or 40 per cent, and yet not fall Ditto.  
 within the Statute of *Usury*. As thus, 5 per cent for the legal Interest of the principal Sum advanced, 15 per cent for the Hazard of the Voyage outwards, 10 per cent for the Hazard of the Return Home, or more, according to the Agreement, and it is to be remembered, that the Lender will consider the Premium or Price for insuring the Principal at Home, whether he pays it, or takes it upon himself.

Where Bills or Bonds of Bottomry are sealed, and the Money is paid, if the Ship receives Injury by Storm, Fire, &c. before the Beginning of the Voyage, then only the Person borrowing runs the Hazard, unless it be otherwise provided; as that, if the Ship shall not arrive at such a Place, at such a Time, &c. there the Contract hath a Beginning, from the Time of the sealing: But if the Condition be, that if such Ship shall sail from London to any Port abroad, and shall not arrive there, &c. then, &c. there the Contingency hath not its Beginning till the Departure.

A Master of a Ship may not take up Money on Bottomry in Places where his Owners reside, except he be a Part Owner, and then he may only take up as much as his Share in the Ship will answer; for if he exceeds that, his own Estate is liable to make Satisfaction\*; but when a Master is in a strange Country, where there are no Owners, nor any Goods of theirs, or of his own, and for Want of Money he cannot perform his Voyage, he may in this Case take up Money on Bottomry, and all the Owners are chargeable thereto; but this is understood, *Sa 2. 35.*  
 where Money cannot be procured by Exchange or any other Means: And in 2 Mod Cases the first Case, the Owners are liable by their Vessel, though not in their Persons; *79.* but they have their Remedy against the Master.

Some Masters of Ships, who had insured or taken up Money on Bottomry, to a greater Value than their Adventure, having made it a Practice to cast away and destroy the Ships under their Charge, it is made Felony, and the Offenders to suffer Death. *10 Car. II. Cap. 6.*

By another Statute it is enacted, that after the 1st of August, 1746, every Sum lent on Bottomry, or at Respondentia, upon any Subjects' Ships to, or from the East-Indies, shall be lent only on the Ship, or the Merchandizes laden on board her, and so expressed in the Condition of the Bond, and the Benefit of Salvage shall be allowed to the Lender, his Agents, &c. who alone shall have a Right to make Assurance on the Money lent; and no Borrower of Money on Bottomry, or at Respondentia, as aforesaid, shall recover more on any Assurance than the Value of his Interest on the Ship or Effects, exclusive of the Money borrowed. And if the Value of his Interest doth not amount to the Money borrowed, he shall be responsible to the Lender for the Surplus, with lawful Interest for the same, together with the Assurance and all Charges, &c. notwithstanding the Ship and Merchandize be totally lost. *13 Geo. II. Cap. 37. P. 59.*

All his Majesty's Subjects were prohibited during the Continuance of the late War to lend Money on Bottomry or Respondentia, or any Ships or Goods belonging to France, or to any of the French Dominions or Plantations, or the Subjects thereof, and in Case they did, the Contracts and Agreements to be void, and they or any Agent or Broker interfering therein was to forfeit 500l. &c. *21 Geo. II. P. 76.*

Some have practised the taking up Monies on a fictitious Supposition, the Convention reciting, *Whereas there is such a Ship* (naming her) *bound to Amsterdam, wherewith such a Man is Master* (although there be neither such a Ship or Master existing) *that if that Ship shall not arrive at such a Place within twelve Months, the Money agreed on shall be paid; but if the Ship shall arrive, then nothing; this is an unreasonable Way of raising Money copied from the Italians; and though it is also very unconscionable, and, as to eternal Right, unjust; yet it has had a Currency between the necessitous and avaricious Part of Mankind, and it was adjudged*

\* Hob. 11. Mo. 918. Ny 95. Lat. 251. Salk. 34. Laz. Merc. 102. 121.



adjudged \* that such a Contract was good, according to the common Law of this Realm, and that on a special Verdict; but though it has this Sanction, yet the prohibiting Insurance, Interest or no Interest (as by the afore-recited Act) will tend to render it at least less practicable, if not utterly to destroy it.

#### The Form of a Bill of Bottomry.

**T**O all People to whom these Presents shall come, I A. B. of, &c. Owner and Master of the Ship called, &c. of the Burthen of two hundred Tons, now riding at, &c. and bound for, &c. in the West Indies, send greeting; Whereas I, the said A. B. am at this Time necessitated to take up, upon the Adventure of the said Ship, called, &c. the Sum of 100l. for setting forth the said Ship to Sea, and furnishing her with Provisions for the said Voyage: which C. D. of, &c. Merchant, hath on Request lent unto me, and supplied me with, at the Rate of 20l. for the said 100l. during the said Voyage: Now, know ye, that I the said A. B. do by these Presents for me, my Executors and Administrators, covenant and grant to and with the said C. D. that the said Ship shall with the first fair Wind, after the Day, &c. depart from the River Thames, and shall, as Wind and Weather shall serve, proceed in her Voyage to, &c. in the West Indies; and having there tarried until, &c. and the Opportunity of a Convey (if in Time of War) or being sooner dispatched (which shall first happen) shall return from thence, and shall as Wind and Weather shall serve, directly sail back to the River of Thames, to finish her said Voyage: And I the said A. B. in Consideration of the said Sum of 100l. to me in Hand paid by the said C. D. at and before the Sealing and Delivery of these Presents, do hereby bind myself, my Heirs, Executors, and Administrators, my Goods and Chattels, and particularly the said Ship, with the Freight, Tackle and Apparel of the same, to pay unto the said C. D. his Executors, Administrators, or Assigns, the Sum of 120l. of lawful British Money, within one and twenty Days next after the Return and safe Arrival of the said Ship, in the said River of Thames, from the said intended Voyage. And I the said A. B. do for me, my Executors and Administrators, covenant and grant, to and with the said C. D. his Executors and Administrators, by these Presents, that I the said A. B. at the Time of Sealing and Delivery of these Presents, am true and lawful Owner, and Master of the said Ship, and have Power and Authority to charge and engage the said Ship, as aforesaid; and that the said Ship shall at all Times, after the said Voyage, be liable and chargeable for the Payment of the 120l. according to the true Intent and Meaning of these Presents. And, lastly, it is hereby declared and agreed, by and between the said Parties to these Presents, that in Case the said Ship shall be lost, miscarry, or be cast away, before her next Arrival in the said River of Thames, from the same intended Voyage, that then the said Payment of the said 120l. shall not be demanded, or be recoverable by the said C. D. his Executors, Administrators, or Assigns; but shall cease and determine, and the Loss thereby be wholly borne and sustained by the said C. D. his Executors and Administrators: And that then, and from thenceforth, every Act, Matter and Thing herein contained, on the Part and Behalf of the said A. B. shall be void; any Thing herein contained to the contrary notwithstanding. In Witness, &c.

#### Of Ballast.

*Linter's Cas.,  
Leon, 6. 47.*

**T**HOUGH Ballast has been adjudged to be no Part of a Ship's Furniture, yet it is so requisite to the sailing of most Vessels, as to render an Enquiry into its Cost, and the Laws about it, very necessary, while treating on Maritime Affairs: It generally consists of Sand, Gravel, or Stone, though any heavy Matter answers the Purpose, which is to sink the Vessel to its proper Depth in the Water, or so to adjust Weight and Counterpoise, as to enable her to bear Sail without oversetting.

*6 Geo. II. C.  
29. S. 1.*

All Masters of Ships, lying in the River of Thames, shall pay to the Corporation of Trinity-House, for all Ballast demanded and entered at the Ballast Office, the

• C. B. Hil, 22, 23. Car. II.

Rates following, viz. for every Ton consisting of twenty hundred Weight, carried to any Ship employed in the Coal Trade, 12*d.* and for every Ton carried to any other *British* Ship 15*d.* and for every Ton carried to any foreign Ship 19*d.* And the Corporation of *Trinity House* shall pay for the raising and carrying every Ton of Ballast, 9*d.* whereof 6*d.* shall be paid to the two Ballastmen, and 3*d.* for the Use of the Lighters.

Nothing in this Act shall alter the Price of washed Ballast.

6 Geo. II. C.  
29. S. 2.  
Ditto, S. 3.

If any Ballastman shall deliver any Ballast, which shall fall short of Quantity; or shall neglect to deliver to any Ship such Quantity as the Rulers of the Ballast Office shall by their usual Tickets direct; or shall deliver more, or other Ballast than shall be directed, every Ballastman so offending, and Oath being made of the Fact within ten Days after the Offence, or within ten Days after the next Return of such Ship, by the Master, or other Officer of any such Ship, before any Supervisor of the Ballast Office, being an elder Brother, shall for every Ton, which shall appear to fall short, and for every Ton, directed by the Ballast-Rulers, which such Ballastman shall neglect to deliver, and for every Ton delivered contrary to the Directions of the said Rulers, forfeit 2*s.* 6*d.*

The said Master, Wardens, and Assistants, shall make good to the Master of such Ship, the Quantity or Value of the Ballast, which shall be found deficient; and in Case such Recompence shall not be made within ten Days after the same shall be demanded, the Corporation shall forfeit 50*l.* &c. which Recompence the Corporation are empowered to stop out of the Wages to such Ballastmen, over and above the Penalties.

No Person shall oblige any Ballastman to deliver Ballast, which shall be directed by the Rulers of the Office to be carried to any other Ship; and if any Person shall fraudulently receive any greater Quantity of Ballast, than they shall enter and pay for at the Office, every Person so offending, and being thereof convicted, upon Oath of one Witness, before a Justice of Peace for the City of London, or the Counties of *Middlesex, Essex, Kent, or Surrey*, within their respective Jurisdictions, shall for every Ton of Ballast forfeit 2*s.* and 6*d.*

If any Ballastman shall refuse to work for the Wages herein mentioned, or having contracted to serve for any Term, shall quit such Service, or shall depart from the Service of the Corporation, without giving three Months' Notice in Writing to the Supervisors of the Ballast Office; or shall refuse to work, or shall not work in such Stations in the River *Tyber* as the Corporation shall appoint, or shall work in any Station contrary to the Orders of the Rulers of the Office, given in Writing, or shall join in any Combination to raise Wages, or obstruct the Service of the Corporation, or the Navigation of the River, every Person so offending and being convicted as aforesaid, shall forfeit 5*l.*

The Corporation of *Trinity House* shall cause Marks to be set on the Stern and Stern of every Lighter, between every two Gauge Marks now placed on the Stem and Stern, that the Tonnage of every such Lighter may be distinguishing by a gradual Progression of two Tons and a half.

It shall be lawful for the Masters of Ships, taking Ballast, to meet in the Square at *Billinggate*, on the third Monday in *June*, in every Year, and to adjourn as the Majority of them shall think fit, and by Writing under the Hands and Seals of the major Part of them, to appoint Persons, having been Masters or Mates of Ships, to inspect the Ballast Lighters, which Persons are empowered to examine the Marks; and in Case such Persons shall suspect that any of the Marks have been altered, and shall at the Ballast Office require the said Lighter to be re-weighed, the Corporation shall, within ten working Days after such Request, cause such Lighter to be re-weighed; and in Case the same shall be found to be of as great Tonnage, as by the Marks shall be noted, the Charge of such re-weighing shall be paid by the Persons requiring the same; and in Case such Persons shall not pay the Charge within ten Days after such re-weighing, they shall forfeit 5*l.* but if such Lighter shall be found of less Tonnage than the Marks denote, the Charge of such re-weighing shall be borne by the Corporation, who shall cause the Marks on the Stem and Stern of such Lighter, to be placed in such Manner as to denote the true Tonnage; and in Case the Corporation shall neglect

to have such Lighter re-weighed, or to make the same according to this Act, the Corporation shall forfeit 50*l.* &c.

- 6 Geo. II. C. No more than two Lighters shall be required to be re-weighed in any one Week.  
 29. S. 9.  
 Ditto, S. 10. It shall be lawful for any Master of a Ship to appoint two Persons belonging to such Ship (whereof the Mate to be one) to go on board any Lighter, bringing Ballast to such Ship, to inspect the Marks before and after the Delivery of such Ballast; and every Ballastman shall immediately, before the Delivery of Ballast to any Ship, trim such Lighter so as to make the same swim, at equal Marks at the Stem and Stern, and Pump all the Water out; and if any Person working on board such Lighter, shall hinder any Person so appointed from going on board such Lighter, or shall begin to deliver the Ballast before such Lighter shall be trimmed to swim at equal Marks, and the Water pumped out, every Person so offending shall forfeit 5*l.*
- Ditto, S. 11. If any Ballastman shall work, or deliver Ballast, in any Lighter not weighed, marked, numbered, and allowed by the Corporation; or shall alter or counterfeit the Gauge Mark, or the Number of such Lighter, he shall forfeit 10*l.*
- Ditto, S. 12. If any Ballastman shall demand and receive from any Master or Officer, of any Ship, any Money, on Account of Ballast, or the Delivery of the same, he shall forfeit 40*s.*
- Ditto, S. 13. The Ballastmen employed in the service of the Corporation shall be subject to the Regulations of the Corporation, provided such Regulations do not extend to the lowering the Wages.
- Ditto, S. 14. It shall be lawful for any Master of a Ship to carry as Ballast from London, or any Part of the River Thames, any Dung, Chalk, Soap Ashes, Flints, Clay, or other Goods, now claimed to be furnished as Ballast, subject to the Restrictions herein after mentioned.
- Ditto, S. 15. The Master of every such Ship shall first make entry at the Ballast Office, or with the Officer of the said Corporation at *Gravefend*, of the said Goods, and the Name of such Ship, and of the Master.
- Ditto, S. 16. At the Time of such Entry, the Master of such Ship shall pay for such Licence to the Corporation 1*d.* for every Ton of the said Goods.
- Ditto, S. 17. If any Master of a Ship shall put on board any of the said Goods before such Entry and Payment, or shall ship any greater Quantity than shall be so entered and paid for, he, on Conviction before one Justice, shall forfeit 5*l.* &c.
- Ditto, S. 18. Provided that the whole Quantity of Dung and Compost, licensed to be shipped for the Use of the Coasters and Colliers, does not exceed three Thousand Tons in any one Year, to commence from the first of June; and that the whole Quantity of Chalk and Chalk Rubbish does not exceed three Thousand Tons; and that the Quantity of Soap Ashes, and all other Commodities herein licensed, does not exceed two Thousand Tons, in any one Year.
- Ditto, S. 19. All Entries of the Goods so licensed, which shall be shipped in the last seven Days of May, shall be made at the *Trinity House* in London, and not at *Gravefend*.
- Ditto, S. 20. It shall be lawful for any Master of any Ship to carry as Ballast, from any Part of the River Thames, any Bricks, Tiles, Lime or other Merchandizable Commodity, without paying any Thing to the Corporation.  
 This Act shall be a public Act, &c.
- Ditto, S. 20. This Act shall continue from the first of June, 1733, for five Years, and to the End of the next Session of Parliament.
- Ditto, S. 25. Continued for seven Years, &c. by 11 Geo. II. Cap. 12, and further continued for 11 Years, and from thence to the End of the then next Session of Parliament by 18 Geo. II. p. 548.
- And as it has been the Practice of many unthinking Masters of Vessels, regardl<sup>ess</sup> of the publick Welfare, to throw their Ballast out any where, to the great Detriment of many Ports, &c. the Legislature thought proper to prevent the Continuance of so prejudicial a Custom, by passing the subsequent Law; the Preamble to which sets forth, that Masters, and other Persons belonging to Ships, coming into Havens, navigable Rivers, &c. do throw out their Ballast, either on the Shore or on the Side, and below the usual Sea Mark, and do other Annoyances, to the Detriment and Obstruction of Navigation, &c.

For Remedy whereof, it is enacted, that if, after June 1, 1746, any Master or Owner, or any Person acting as Master of any Ship or other Vessel whatsoever, shall cast, throw out, or unlade, or, if after the Day aforesaid, there shall be thrown out, &c. of any Vessel, being within any Haven, Port, Road, Channel, or navigable River, within England, any Ballast, Rubbish, Gravel, Earth, Stone, Wreck, or Filth, but only upon the Land, where the Tide or Water never flows or runs; any one or more Justices for the County or Place where or near which the Offence shall be committed, upon Information thereof, shall summon, or issue his Warrant, for bringing the Master or Owner of the Vessel, or other Person acting as such, before him, and upon Appearance or Default, shall proceed to examine the Matter of Fact, and upon Proof made thereof, either by Confession of the Party, or on View of the Justice, or upon the Oath of one or more credible Witnesses (which Oath the said Justice is to administer) he shall convict the said Master, &c. and fine him at his Discretion for every such Offence any Sum not exceeding 5*l.* nor under 50*s.* &c. and for want of sufficient Distress, the Justice is to commit the Master, or Person acting as such, and convicted as aforesaid, to the common Gaol or House of Correction, for the Space of two Months, or until Payment of the Penalties.

*The following Act explaining and amending the former, passed 32 Geo. II.*

The Act of 6 Geo. II. for the better regulating Lestage and Ballastage in the River Thames, being near expiring, it is enacted that all the Powers, Clauses, and Provisions therein, other than such as are hereby amended, shall continue in Force until the 24th of June, 1770, and from thence to the End of the then next Session of Parliament.

Dung, Compost, Soil, Earth, Chalk, Rubbish, Soap Ashes, Soap Waste, Flints, Tobacco-pipe Clay, or other Clay, or any other Goods, claimed to be furnished as Ballast by the *Trinity House*, (subject nevertheless to the Payment of Rates and Duties, and under the Provisos and Restrictions aforementioned) may be shipped in Colliers or Coasters from London, or any Part of the Thames, so that the same doth not exceed 3000 Tons, over and above 2000 Tons, allowed to be shipped by the Lessees or Occupiers of Layfalls on the condition after mentioned; of Chalk and Chalk Rubbish 3000 Tons, and of Soap Ashes and other Commodities claimed to be furnished as Ballast by the *Trinity House*, 2000 Tons.

Before shipping the Ballast claimed by the *Trinity House*, the Master or Owner shall make a due Entry at the Ballast Office of the *Trinity House*, London, or at the *Trinity House* at Gravesend (unless the Ballast be shipped in the last seven Days of the Month of May, then the Entry at London only) and of the Ship's Name and of the Master, and at the same Time to pay to the Corporation 1*d.* a Ton for a Licence.

If any of the Commodities be shipped before Entry, or any greater Quantity shipped than entered, to forfeit 5*l.*

Bricks, Tiles, Lime, or merchantable Commodities, to be shipped without paying for Licence.

All Lighters and other Vessels employed for carrying Dung, &c. on board any Ship or Vessel, to be first weighed, marked, and numbered, by an Officer of the *Trinity House*, on the Penalty of 5*l.* and a Gauge Mark of the Number and Tonnage of the Vessel to be painted on the Stem or Stern of the Vessel; if removed to forfeit 5*l.*

If the Gauge Mark has been removed, altered or changed, the Corporation may re-weigh the Lighter, and, if the Tonnage is more than marked, the Owner to forfeit 5*l.*

The *Trinity Company* to find Lighters to take Ballast from Ships, within three Days after Notice from the Master, unless frosty or tempestuous Weather, on Forfeiture of 50*l.*

The Owner or Master to pay 6*d.* per Ton to the Company for Lighterage.

The Master to forfeit 5*l.* for unloading any Ballast below high-water Mark; and 40*s.* to be paid by any Person throwing any Dirt, Rubbish, Ashes, &c. from any Wharf, Quay, or Bank, or from any Barge or Lighter.

### Of Pilots, Lodesmen, or Locmen.

BY these different Denominations are signified the same Officer, whose Business it is to conduct any Vessel or Ship into a Road or Harbour, over Bars or Sands, or through intricate and dangerous Channels, being occasionally called in to the Master's Assistance when sailing as above, or by unknown Shores, and diffident of his own Skill and Judgement; though in many Parts, where the Approach or Entrance to Harbours, &c. are hazardous and difficult, the taking a Pilot is not a voluntary Act, but obligatory on the Master, otherwise, in Case of a Loss, he must make it good; and the following Laws are now in Force concerning them in *England*. After a Pilot is taken on board, the Master has no longer any command of the Ship, till she is safe in Harbour; but then the Master resumes the Government of the same, and is to see to her Bed and Lying; the Pilot being no longer liable, though for his own Convenience he may still be on board. The same Rule holds Good, if a Pilot goes on board only to conduct a Ship through some dangerous Place, as for Instance, *Yarmouth Roads*; after passing them, the Master must resume the Command, and the Pilot is no longer responsible. Yet it may happen, that the Pilot shall continue on board, the Remainder of the Voyage; for Example, he may want to go to *Newcastle*; but he is only to be considered as a common Passenger, after he has conducted the Ship through the hazardous Passage, for which Purpose he came on board, neither can he charge any Wages, Salary, or Fee, though he should keep the Helm during the whole Voyage, except for the Duty done in passing the Roads.

If a Master of a Ship finds himself in tempestuous Weather, in any reputed dangerous Place, usually denominated *Pilot's Water*, and a Pilot offers to come on board, which offer he refuses to accept; the Master in such Cases is liable to his Owners, Freighters, or Insurers, for the Damage or Loss of Ship and Cargo, if either happen in his attempting the Passage without a Pilot.

The Master of an English Collier is held by the Flemings and the Dutch to be Pilot sufficient to Conduct his Ship from *Newcastle* to their Ports; accordingly, in the Case of a Ship freighted at *Shields* by a Flemish Merchant at *Ostend* with Coals for that Port, he refused to allow the Charge of a Pilot: The Affair was referred to Arbitration, the British Vice Consul MORTIMER, being one of the Arbitrators; when it appeared, that the Ship was driven by Strefs of Weather into *Yarmouth Roads* which are *Pilot's Water*, and a Pilot offering his Service, he accepted him. Had he done otherwise, he would have been answerable to his Owners for the Ship if it had been lost, and to the Freighter for his Coals; it was therefore decided, that the Freighter was bound to allow the Pilotage. Pilotage is allowed in most *Charterparties*, but not in those made for *Colliers* in *England*.

3 Geo. I. C. If any Person shall take upon him to conduct or pilot any Ship, by or from  
13. S. 1. *Dover, Deal*, or the Isle of *Thanet*, to any Place on the River *Thames* or *Medway*, before he has been first examined by the Master and Wardens of the Society or Fellowship of Pilots, of the *Trinity House* of *Dover, Deal*, and the Isle of *Thanet*, touching his Ability, and approved and admitted into the said Society, at a Court of Loadmanage, by the Lord Warden of the *Cinque Ports*, or his Deputy, and the Master and Wardens; such Person for the first Offence shall forfeit 10*l.* for the second 20*l.* and for every other Offence 40*l.* &c.

Ditto, S. 2. This Act shall not prevent the Master or Mate of any Ship, or Part Owner, residing at *Dover, Deal*, or the Isle of *Thanet*, from piloting his own Ship; nor subject any Person to the Penalties, who shall be hired by any Master to pilot his Vessel, provided none of the Society, within one Hour after such Ship shall arrive at any of the said Places, be ready to pilot the same.

Ditto, S. 3. Masters of Merchants Ships may make Choice of such Pilot of the Society, as they shall think fit; and no Person shall continue in the Society, who shall not Pilot a Ship, at least twice in one Year (unless prevented by Sickness) to, and from, the Places abovementioned.

For conducting any Ship, from *Dover, Deal*, or the Isle of *Thanet*, to any 3 Geo. I. C. Places on the River *Thames* and *Medway*, the following, and no greater, Prices 13. 9 4 shall be taken, viz. For every Ship drawing seven Feet Water 3*l.* 10*s.* eight Feet 4*l.* nine Feet 4*l.* 10*s.* ten Feet 5*l.* eleven Feet 5*l.* 10*s.* twelve Feet 6*l.* thirteen Feet 6*l.* 10*s.* fourteen Feet 7*l.* fifteen Feet 7*l.* 10*s.* sixteen Feet 8*l.* seventeen Feet 8*l.* 10*s.* and no Allowance to be made for odd Inches.

If any Pilot shall negligently lose the Ship under his Care, and be thereof Dito, 8. 5. convicted, he shall for ever be incapacitated for acting as a Pilot; and the Number of such Pilots shall not be less than an hundred and twenty, whose Names, Ages, and Places of Abode, shall, every 25th of *March*, be affixed in some publick Place at the Customhouses at *London* and *Dover*, and for not returning such List, the Master and Wardens of the Society shall forfeit 10*l.* &c.

This Act shall not hinder any Person from assisting a Ship in Distress.

Ditto, 8. 7.

The Master and such two Wardens of the Society, as shall be appointed to Dito, 8. 8. examine any Person on his being admitted a Pilot, shall take the following Oath, to be given by the Register of the Court of Loadmanage, viz.

*I A. B. do swear, that I will impartially examine, and enquire into the Capacity and Skill of in the Art of Pilotage over the Flats, and round the Long Sand Head, and the Coasts of Flanders and Holland, and will make true and speedy Return thereof to the Lord Warden of the Cinque Ports, for the Time being, or his Deputy, without Favour, Affection, Fee or Reward.*

So help me God.

This Act shall not extend to the taking away any Liberties vested in the Cor- Dito, 8. 9. poration of the *Trinity House* of *Deptford Strond*.

This Act shall be a publick Act, and shall continue seven Years, &c.

Ditto, 8. 10.

*Continued by 8 Geo. II. Cap. 21. to 25 March, 1749, &c. Further continued until 25 March, 1764, and from thence to the End of the then next Session of Parliament, by 23 Geo. II. p. 485.*

The Lord Warden of the Cinque Ports, or his Deputy, with the Assent of 7 Geo. I. C. the Commissioners of Loadmanage, and of the Masters and Wardens of the Society 21. S. 14. of Pilots of the *Trinity House* of the Cinque Ports, at a Court of Loadmanage, may, during the Continuance of 3 Geo. I. Cap. 13. make Rules and Orders for the better Government and Regulation of the Pilots residing at *Dover, Deal*, and the Isle of *Thanet*, and may order a sufficient Number of them, not less than eighteen, to ply constantly at Sea, to be ready to conduct Ships up the Rivers of *Thames* and *Medway*; and the Lord Warden, &c. at a Court of Loadmanage, may suspend or deprive any of the said Pilots, for breaking the said Rules or Orders; and if any Pilot, during such Suspension or Deprivation, shall take upon himself to conduct any Ship, by, or from *Dover, Deal*, or the Isle of *Thanet*, to any Place upon the River *Thames* or *Medway*, he shall be liable to all Penalties provided by the said Act against such Persons as shall conduct Ships from and to the Places aforesaid, without being first examined and approved of by the Master and Wardens of the said Society.

*Continued as the preceding Act of 3 Geo. I. Cap. 13. by 8 Geo. II. Cap. 21. to 25 March, 1749. And further continued to 25 March, 1764, by 23 Geo. II. p. 485.*

If any Person shall take the Charge of any Ship as Pilot, down the River of 5 Geo. II. C. *Thames*, or through the *North Channel*, to, or by *Orfordness*, or round the *Long* 20. S. 1. *Sand Head*, into the *Downs*, or down the *South Channel* into the *Downs*, or from or by *Orfordness* upon the *North Channel*, or the River of *Thames*, or the River *Medway*, other than such as shall be licensed to act as a Pilot, by the Master, Wardens, and Assistants of the *Trinity House* of *Deptford Strond*, under the common Seal of the Corporation; every Person so offending, and being convicted before two Justices of the Peace for the City of *London*, or the Counties of *Middlesex, Essex, Kent*, or *Surry*, shall, for every Offence, forfeit 20*l.* provided that nothing in this Act shall extend to the obliging any Master of any Ship in the Coal Trade or Coasting Trade, to employ a Pilot.



3 Geo. II. C. The Pilots already admitted by the said Corporation shall be subject to the Regulations of the Corporation, provided the Regulations do not relate to the Pilots keeping of Turns, or to the settling the Rates of Pilotage; and shall pay the ancient Dues, provided the same do not exceed one Shilling in the Pound out of their Pilotage, for the Use of the Poor of the Corporation, within ten Days after the Service of such Pilots shall be ended.

Ditto, S. 9. In Case such Pilots shall refuse to take the Charge of any of his Majesty's Ships, when appointed thereto by the said Corporation, or shall have misbehaved themselves in the Conduct of any Ships, or in any other Part of their Duty; or if Pilots shall refuse to obey any Summons of the Corporation, or such Orders as the Corporation shall make in the Premises, the General Court of the said Corporation, upon Examination thereof, are required to recall the Warrants granted to such Pilots; and if such Person shall (after Notice given by the Clerk of the said Corporation to them in Person, or left at their Place of Abode) act as Pilots within the Limits aforementioned, they shall be subject to all the Penalties inflicted on unlicensed Pilots.

Ditto, S. 11. Nothing in this Act shall extend to the impeaching of any Privileges enjoyed by the Pilots of the *Trinity House* of *Kingston upon Hull*, or the *Trinity House* of *Newcastle upon Tyne*.

Ditto, S. 12. This Act shall not extend to the impeaching any of the Franchises, nor to take away the sole right of piloting Merchant Ships, from or by *Dover*, *Deal*, and the Isle of *Thanet*, upon the Rivers *Thames* and *Medway*, granted to the Society and Fellowship of the Master, Wardens, and Pilots of the *Trinity House* of *Dover*, *Deal*, and the Isle of *Thanet*, by 3 Geo. I. Cap. 13.

This Act shall be a publick Act, &c.

Ditto, S. 13. The Masters in the Royal Navy are the Pilots: They have the Charge of the Ship during the whole Voyage. The Captain directs where he would have the Ship conducted to, and takes Care of himself, and with the Assistance of his Lieutenants and other Officers to make the Mariners obey the Master, but he has nothing to do with the Steerage. He is responsible for the Loss of the Ship in Battle, or if he gives the Master Orders to lay her in a Place of Danger, contrary to the Master's Advice; but where no such Event happens, the Master is to Account for the Loss of the Ship, by the Dangers of the Sea.

So far the Marine Laws of *England* are our Guide, but as it often happens that Disputes arise, for which they have not made any special Provisions, British Consuls, whose Office obliges them to be Arbitrators for their Countrymen; as well as Merchants at Home, who are called upon to arbitrate between British and Foreign Subjects, should be well acquainted with the Marine Laws of other Maritime States, especially such as are held in general Esteem, and are respected in the Courts of Judicature of the Kingdoms and States of Europe.

We shall begin with the Laws of *France*, which however are founded in a great measure upon the Laws of *Oleron*, instituted by *Richard I.* King of *England*, upon his Return from the Holy Land about the Year 1195; *Richard* at that Time having extensive Possessions in *France*, amongst others the Town of *Oleron* in *Gascony*, situated on the River *Gave*, belonged to him.

*Dic. de Com. Tom. 3. P. 96.* In *France* no one can serve as a Pilot until he is at least twenty-five Years old, and has passed a strict Examination of his Knowledge in the Fabrick of Ships, and concerning the Tides, Banks, Currents, the Rocks, and other dangerous Parts, in the Rivers, Ports, and Havens, where they are established.

They are obliged after they are approved and admitted always to have their Boats furnished with Anchors and with Oars, that they may always be in a Condition to succour Ships on their first Signal.

No Mariner, that is not admitted a Pilot, as above, shall offer to conduct any Vessel, except where a licensed Pilot is wanting; and, in this Case, the Master of the Ship may take a Fisherman, though this must quit the Care of the Vessel to a regular Pilot, in Case such a one offers, before they have passed the dangerous Parts, and a Satisfaction shall be made the Fisherman for his Assistance out of what would have been due to the Pilot, had he taken Charge of her from the Beginning.

If any Pilot is drunk when he offers to engage in his Function, he shall forfeit 100 Sous, and be suspended for a Month.

Ships that are nearest are to be piloted first, under Penalty of 25 Livres to the Pilot, who shall prefer one that is more distant; and they are equally prohibited to go farther than the Roads to meet the Ships, or to enter them against the Master's Liking; nor to quit them until they are anchored and moored in Port; and, if it is in going out, not until the Ship is in open Sea, on Penalty of losing their Stipend, and being mulcted in 30 Livres.

For the Vessel's Security, and the Pilot's Discharge, the Master shall declare what Water the Ship draws, on pain of forfeiting to the Pilot 25 Livres for every Foot he conceals.

Pilots must not exact more for their Assistance than what is regulated by their Officers, and contained in the Tariffs in the Register Office, and fixed upon the Key, excepting in Cases of Storms, and evident Danger, when it shall be settled by the Arbitration of the ordinary Officers, with the Intervention and Advice of two Merchants.

The Marine Ordinances declare all Promises void, that are made to Pilots under the Apprehension of a Shipwreck.

The Pilot, who through Ignorance strands a Vessel, shall pay 100 Livres, or, if incapable, shall be whipt, and be for ever deprived of exercising his Function again. And he who maliciously runs a Ship ashore shall suffer Death, and his Corpse be fixed to a Mast near the Place of the Wreck.

It is likewise the Obligation of the Pilots to see that the Buoys and Sea Marks are well placed, and to examine whether there be no Alteration in the ordinary Depths and Passages, that they may give advice to their Officers, or to the Master of the Key or Port.

As for the Port it is free to all Masters and Captains, as well French as Foreigners, to take those Pilots they like best, without being obliged at their going out to make Use of those that brought them in.

By the Sea Laws of *Whisby*, in the Isle of *Gotland* (formerly the Emporium of the North, and the Residence of Merchants of every Nation towards the Close of the twelfth Century, when their Marine Laws were submitted to, and passed for just on all the Coasts of *Europe* from *Muscovy* to the *Mediterranean*) when a Ship comes to a Harbour or River, and the Master doth not know the Coast, nor the River, he ought to take a Pilot of that Country to carry her up the River or Harbour; which Pilot shall be maintained by the Master and paid by the Merchant: Also, if it is thought convenient in any River, or off any dangerous Coast, to take on board a Pilot of the Country, though the Merchant opposes it, if the Master, the Ship's Pilot, and the major Part of the Seamen are for it, he may be hired, and shall be paid by the Ship and Cargo, as Averages are calculated for Goods thrown overboard, *Leg. Wils. art. 44. and 60.* And by the Ordinances of *Konigsburg*, if a Master in this Case is obliged to pay exorbitant Pilotage, it shall be made good by the Ship and Cargo as *gross Average*. The ordinary Pilotage comes within common Average.

In *Holland* the Regulation of Pilots is suitable to the other equitable marine Institutions of that Republick; as the Pilot's Pay varies in the different Provinces of that State, and our extensive Commerce with it renders a continual Use of them necessary, I shall give my Reader an Account of that Part of their Laws which I think may be of Service, and merit his Regard, in as brief a Manner as the Importance of the Subject to all that are, or may be, concerned in the *Dutch* Trade will permit, without curtailing any Thing I shall deem requisite for their Information.

The States of *Holland* and *West-Frisse*, in their Ordinance about the Pilots of *Huyduynen*, *Petten*, *Calans-ogg*, *Texel*, and the neighbouring Parts, order *Tbat*

No one shall be admitted as a Pilot, who is not strong and robust, not less *Ordonnance des Etats de Holland, 1685.* than twenty-five or above sixty Years of Age, who shall have sailed at least four Years in the Openings of that Country, and have an entire Knowledge of the *da 15 de Sept. 1685.* Currents of the *Texel*, and he shall then have a Mark given him of his *Art. 1. 2.* Admittance.

- Ditto, Art. 3. To prevent all Disputes, the Governors or Steerfmen of the Pilot Boats may put aboard the Vessel that wants one, such sworn Pilot as he thinks most capable, without any Hindrance from the others, under Penalty of 6 Florins, except the Master elects any other than him proposed.
- Ditto, Art. 6. No other Pilots but those who have been examined and authorised as aforesaid, and have received the Badge of their Office (which they are to show, as well as this present Ordinance to all Commanders before they undertake to conduct them either in or out, under Penalty of forfeiting 24 Florins for each Offence) shall dare to undertake the Charge of any Ship going out or coming in, &c.
- Ditto, Art. 7. The Pilots are obliged to conduct the Ships, as far as on this Side the *Vlaak*, and if the Captains desire to be piloted farther, the Pilots may not refuse, though thereby they are detained, one, two, or three Days extraordinary aboard; they shall have 6 Florins besides their common Pay, if the Ship is only in Ballast, or 9 Florins if she is loaded, provided that all foreign Ships (except only those which bring Oxen) pay 9 Florins, if empty, and 13 Florins 10 Stivers, if laden; and, if a Pilot remains aboard more than the said three Days, he shall have 40 Stivers a Day, besides his ordinary Salary, the same as the Pilots of *Vlieland* and of *Tersebeling* have, according to the fifth article of their Ordinance; but when in Winter, a Pilot has conducted a Ship into a good Road, free from the Danger of the Ice, and remains there two or three Days, the Pilotage is earned, and it shall be free to the Captain to detain the Pilot on board paying him 40 Stivers per Day. If it happens that a Pilot having conducted the Vessel on this Side the *Vlaak*, and the Master cannot pay him, either for want of Money, or otherwise, so that the Pilot is obliged to come up with the Ship to the Place designed, the Master shall give him twelve Florins besides his Pilotage, and may for this make Use of him until their Arrival; but, if the Pilot is accidentally detained through Want of a Boat, &c. to put him ashore, in such Case, the Master is not obliged to pay him any more than his Pilotage.
- Ditto, Art. 8. All Pilots shall be obliged to board the Ships at a League without the *Shallows* or *Flats*, and those which shall not enter them but on this side the first Buoy shall only have half Pilotage.
- Ditto, Art. 9. All Ships and Gallies which come from the West, from the *Levant*, from *Barbary*, *Genoa*, the *Canaries*, from *Spain*, *France*, *England*, *Muscovy*, *Greenland*, *Denmark*, *Sweden*, *Kningberg*, *Dantzick*, *Bergen*, *Drontbien*, *Nileus*, *Hambourg*, and other Places in their Neighbourhood, as also the Gallies, or other Vessels, laden with Charcoal, of whatsoever Nation they are, as well Foreigners as Natives, who will enter the *Texel*, shall be obliged to take Pilots, and to pay them on the Footing of the present Ordinance, when they come to offer themselves without the Buoys, provided that the Vessels from the North shall pay 24 Stivers the Foot to *Nieuwer Diep*, and 24 Stivers the Foot to this Side of the *Vlaak*, and that they are free in the Road of the Merchants, or *Koopvaarders Reed*. The Vessels coming from *Normer*, *Drontbien*, and *Romsdaal*, with Bale Goods, Iron, Fish, Oil, and other Commodities, shall pay as much as those from the *Baltick*, without Exception: But the Gallies or Smacks coming from *l'Eyder*, *Jutland*, or *Norway* either in Ballast or laden with Cattle, shall pay 15 Stivers the Foot, if the Pilots go aboard them beyond the Openings, and the Pilots may leave them when they have conducted them into the Road of the Merchants; but if a Pilot quits his Ship before bringing her into the said Roads, he shall forfeit 12 Florins; and, if the Captain will be piloted on this Side the *Vlaak*, he shall augment the Pilot's Salary 5 Stivers per Foot, paying 20 instead of 15. And if the Captain refuses to pay the Pilot, this latter may follow him to his destined Port, to recover his Salary, and the Charges occasioned him, for which Charges he shall be allowed 12 Florins; the Vessels, which have a third of their Loading, shall pay as is ordered in the 24th Article, and all that is taken in with the Tackel, or that is laden in a Ship from Hand to Hand, whether it be Oils, Bales, Sacks, Casks, Lead, &c. shall be reputed Merchandize, except all Sorts of Wood, which shall not be esteemed such.
- Ditto, Art. 10. The Pilots shall be obliged to go and come once a Month through the Openings to sound the Depths exactly, to visit the Banks and Shores, and nicely to examine the Buoys and their Ropes, to see that they are not worn out, and whether

ther the Shallows are any Thing altered, which they shall be also obliged to do, as often as there shall happen tempestuous bad Weather; and, if they perceive any Change in the Shallows, Banks, or elsewhere, they shall be obliged immediately to declare it to the Lords Commissioners, that they may immediately remedy it.

And if it happens that the Pilot runs the Ship ashore, whether through Villainy, Disaster, Inadvertency, or Imprudence, the Commissioners shall take Cognizance of it, and punish him according to the Exigence of the Case, either by Suspension, Discharging, Banishing, or by a greater Punishment, even with Death; but if it happens through an extraordinary Casualty, as by an unforeseen Mischance of a sudden Change of Wind, or of the Current, or other similar Accidents, the Penalty shall be moderated by the Commissioners, as they shall think just; ordering to this Effect the respective Officers to inform themselves exactly, of what has passed, and to send their Declarations to the Commissioners, as also, if the Case require it, to seize the Pilot, and proceed against him according to what he has done. Ditto Art. 14.

Ships or other vessels shall pay for piloting out, viz.

Those that draw	10 Feet Water	8 Stivers, Pence,	} the Foot.
	11 D°	9 D°	
	12 D°	10 D°	

And those that draw above twelve Feet Water shall pay 12 Stivers the Foot.

And in case of refusing Payment, the Pilot, on the Ship's Return, may pursue the Captain to the Place he is bound to, to recover his Due, with Charges, for which he shall be allowed 12 Florins; but the vessels going to the North are excluded; and those which have a Third or more of their Cargo, shall pay Pilotage as follows.

Those that draw from

7 to 8 Feet Water	—	F. 6	14 1/2 Feet Water	—	—	F. 18
8 1/2	—	6	15	—	—	20
9	—	7	15 1/2	—	—	22 10
9 1/2	—	7	16	—	—	25
10	—	8	16 1/2	—	—	27 10
10 1/2	—	9	17	—	—	30
11	—	10	17 1/2	—	—	35
11 1/2	—	11	18	—	—	40
12	—	12	18 1/2	—	—	44
12 1/2	—	13	19	—	—	48
13	—	14	19 1/2	—	—	53
13 1/2	—	15	20	—	—	58
14	—	16				

those that draw more Feet Water, shall pay for every surplus Foot 12 Florins, and 6 Florins for each half Foot, but nothing for the Quarter of a Foot.

And every Pilot shall be obliged to abide aboard till the Ship is got without, and shall not undertake to carry out another till he has conducted the first into open Sea, on Penalty of 12 Florins Mulct, and Suspension for twelve Weeks; and when the Wind is fair for getting out, the Pilot's Boat must not take any one to carry aboard, but the Captain of the Ship which the Pilot is going to take under his Care, on Forfeiture of 8 Florins; but if it happens that some other Captain go in the same Boat, they shall be obliged each of them to carry a Pilot with them, to conduct their Ships abroad, if they do not declare that their Pilot is left aboard, and tell their Name and Surname; on Penalty to the Boatman or Pilot who undertakes it (be it through Malice, Ignorance, or Contempt of the Laws) of 9 Florins, for each Captain that he has carried aboard without a Pilot, and shall be obliged on his Return ashore, to declare to the Officer the Names of the Captains that he has carried aboard, and that of the Pilots, as above, on Penalty of 18 Florins. Ditto Art. 17.

When the Pilots arrive on board, they shall immediately demand of the Captain or Mate how much Water the Ship draws, which they shall be obliged to declare without Reserve, on Pain of forfeiting sixteen Florins. Ditto Art. 18.

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Ditto Art. 19. The following Pilotage shall be paid for the Entrance of Ships, according to the Feet they draw of Water counting by Feet and half Feet, which the Captains shall be obliged to pay, except those which come from the North as in the 9th Article, viz. in Summer, to commence from the 1st of April to the 1st of September, to be counted from the Day that the Ship passes the *Vlaak*, and not from the Day that the shall be got in.

*For every Ship or Vessel that draws.*

7, 8, 9, to 10 Feet Water	F.	12	15 $\frac{1}{2}$ Feet Water	—	F.	36
10 $\frac{1}{2}$	—	13	10	16	—	40
11	—	15	16 $\frac{1}{2}$	—	—	47 10
11 $\frac{1}{2}$	—	16	10	17	—	55
12	—	18	17 $\frac{1}{2}$	—	—	63 10
12 $\frac{1}{2}$	—	19	18	—	—	72
13	—	20	18 $\frac{1}{2}$	—	—	81
13 $\frac{1}{2}$	—	23	19	—	—	90
14	—	26	19 $\frac{1}{2}$	—	—	100
14 $\frac{1}{2}$	—	29	20	—	—	110
15	—	32				

*In Winter, to begin from the 1st of September to the last Day of March.*

Ditto Art. 21. 7, 8, 9, to 10 Feet Water	F.	18	15 $\frac{1}{2}$ Feet Water	—	F.	48 10
10 $\frac{1}{2}$	—	19	10	16	—	54
11	—	21	16 $\frac{1}{2}$	—	—	63
11 $\frac{1}{2}$	—	22	10	17	—	72
12	—	24	17 $\frac{1}{2}$	—	—	82
12 $\frac{1}{2}$	—	26	18	—	—	92
13	—	28	18 $\frac{1}{2}$	—	—	103 10
13 $\frac{1}{2}$	—	31	19	—	—	115
14	—	34	19 $\frac{1}{2}$	—	—	127 10
14 $\frac{1}{2}$	—	38	10	20	—	140
15	—	43				

Ditto Art. 22. And every Vessel that draws more than twenty Feet Water, shall pay for every Foot over, 25 Florins, though only Feet and half Feet should be paid for, without reckoning any Thing for the Quarter of a Foot, under Penalty of 20 Florins.

Ditto Art. 24. All Vessels coming from the *Levant*, *Barbary*, the *Canaries*, from *Spain*, *France*, *England*, *Muscovy*, and all other Parts, as in the 9th Art. with a Third or more, of their Lading, shall be deemed as full, and shall pay 3 Florins instead of 2, provided that the rest of their Cargo consists only in Salt, or in common Goods; and the Vessels which shall not have a Third of their Lading, shall pay according to the preceding Regulations, made in this Ordinance.

*All Ships coming from Guinea shall pay*

Ditto Art. 25. Drawing 8 Feet Water	-	F.	20	14 $\frac{1}{2}$ Feet Water	-	F.	58
8 $\frac{1}{2}$	—	21	10	15	—	—	65
9	—	23	15 $\frac{1}{2}$	—	—	—	73
9 $\frac{1}{2}$	—	25	16	—	—	—	81
10	—	27	16 $\frac{1}{2}$	—	—	—	94 10
10 $\frac{1}{2}$	—	29	10	17	—	—	108
11	—	32	17 $\frac{1}{2}$	—	—	—	123
11 $\frac{1}{2}$	—	34	18	—	—	—	138
12	—	36	18 $\frac{1}{2}$	—	—	—	155
12 $\frac{1}{2}$	—	39	19	—	—	—	172
13	—	42	19 $\frac{1}{2}$	—	—	—	191
13 $\frac{1}{2}$	—	46	10	20	—	—	210
14	—	51					

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the Act, and not

This being the Tax of Pilotage during Winter; and Ships coming from *America*, from *Brazil*, or the neighbouring Coasts, half laden, shall pay as those which come from *Guinea*; but those which shall come from *America*, or from the *Streights* with Salt, shall only pay as other Ships laden with Salt, according to the present Ordinance.

Provided, that the Pilots who shall bring in any Ships in a great Storm, or such as are without Anchors, Masts, Cables, or Rudder, shall have, besides their ordinary Hire, as much as the Commissary, or the Arbitrators which he shall have established, think proper to adjudge. Ditto Art. 26.

And all Pilots shall be likewise obliged to carry all Ships and Captains out to Sea, whenever they are required, and this on reasonable Terms; and no Pilot shall undertake to carry out more than one Ship at a Time, under Penalty of 25 Florins and Suspension of six Weeks: Neither is it permitted to any Pilot who has undertaken to conduct a Ship out, to resign her to another, under Pain of 6 Florins Mulct, but if any such Pilot happens to fall sick, the Captain may take any other he pleases. Ditto Art. 27.

When Pilots are to carry out, or bring in Ships, they cannot oblige Captains to take more than one, nor charge him for any Damage that their Boat may have suffered in going aboard, or before the Ship, on Penalty of 25 Florins, unless that it be by express Order of the Captain, in which Case he must produce Proofs of the said Order; in Want of which, he shall not be allowed more than a common Pilotage. Ditto Art. 28.

And in Case that a Ship appears either by Night or by Day, without meeting with any Pilot, and her Company desire any Fisherman (not admitted to the Function) to conduct her in, the Fisherman is obliged to declare to the Captain that he is no sworn Pilot: In the mean Time, he may enter the Ship, and undertake to bring her in; but if afterwards, it happens that a Pilot comes aboard to offer his Service, he shall be preferred, and the Fisherman obliged to quit her, except he agrees with the Pilot that they share the Pilotage between them, which shall be at the Election of one and the other. Ditto Art. 30.

But if the Fisherman has once brought the Ship within the first Buoy, before the sworn Pilot got on board, the Fisherman shall not be obliged to abandon her, nor to yield up the Moiety of the Pilotage. Ditto Art. 31.

Item, all Ships being in Danger, their Captains may demand and take two Pilots, paying a double Reward; but, if there remains more than one Pilot aboard without the Captain's Order, those that remain unordered shall have nothing to pretend to but what the Captain pleases to give them freely, as he shall think proper. Ditto Art. 32.

When a Pilot has brought in a Ship, and received his Salary, he shall be obliged to give the Captain an Acquittance, which shall contain the Number of Feet the Ship draws, and the Sum he has received; which Acquittance he shall sign or mark, and the Captain shall be obliged to demand one, upon which to reimburse himself the Pilotage from the Merchants, in Want whereof these latter shall not be obligated to pay him any Thing; and besides this, the Captain and the Pilot shall forfeit 6 Florins each. Ditto Art. 33.

We forbid every one, whosoever he be, to insult, abuse, or injure any of the Pilots admitted and sworn, either in the Streets, at the Water-side, in the publick or private Houses, or to deride them for their Employments, on Penalty of 6 Florins for the first Time; 12 Florins, and an arbitrary Correction for the second; 18 Florins and Banishment for two Years for the third. Ditto Art. 35.

If it happens that any Ship is forced to enter by the Openings to anchor, either by a contrary Wind or otherwise, and would go out again, she shall pay 15 Stivers per Foot Pilotage; but such as would be conducted within the *Vlaak* shall pay full Pilotage; and if the Pilot has brought the Ship safely into the *Amelanders Diep*, either by the Captain's Order, or constrained thereto by bad Weather, the Pilot shall be obliged to remain on board, at the Will of the Captain, until a proper Season offers for getting out, and the Pilot shall have six Florins, once for all, for his Time, besides his Victuals. Ditto Art. 6.

If any Captain desires his Ship to be conducted in the *Balg* the Pilots shall be obliged to carry them for 20 Stivers the Foot for which the said Pilots are to

convey

F. 36  
40  
47 10  
55  
63 10  
72  
81  
90  
100  
110

March.

F. 48 10  
54  
63  
72  
82  
92  
103 10  
115  
127 10  
140

pay for every  
for, without  
Florins.  
from *Spain*,  
with a Third  
orins instead  
in common  
g, shall pay

F. 58  
65  
73  
81  
94 10  
108  
123  
138  
155  
172  
191  
210

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convey the Ships as far into the *Balg* as the Captains please, and as a great Number of Boats or Barges are commonly employed in going before large Ships, to sound the Coast for their Security, there shall be paid for each Boat, whether they have one or more men in them, the Two-Thirds of the Salary of one Florin *per Foot*, provided the said Boats shall have a Third more, for Ships laden with Merchandizes in the Article 24; the Whole, without any Dispute, on Penalty of 12 Florins, besides the Pilotage; and it is to be understood, that when a Ship in Winter, or in the icy Seasons, shall have been conducted into the *Balg*, by Order or Consent of the Captain, or his Mate, the Pilotage shall be earned, and afterwards a half Pilotage shall be paid for carrying the Vessel from the *Balg* to the *Vlaak*.

Ditto, Art. 39. Ships which return from the *East*, from *Norway*, and the adjacent Parts, although they had taken and hired a Pilot, on going, even with the Consent of the Commissary, they shall nevertheless be obliged, on their Arrival before the Place, to take another to conduct them through the Openings, and to pay him the Pilotage upon the Footing of this present Ordinance, the which Pilotage shall be parted between the two Pilots; and him that shall have been taken to bring the Ship shall be free, after he has brought the Ship in the Road of the Merchants, or *Koopvaarders Reed*.

Ditto, Art. 40. Each Pilot Boat, or Galliot, shall carry a white Vane or Weather Flag at the Top of the Mast in which may plainly be seen the Number of 1, 2, 3, 4, 5, &c. to the Number of Boats that there shall be, or else the Number shall be marked in large Figures of two Foot square, with Black Tar, at the Top of each great Sail of the Boats: And if a Pilot Boat passes by a small Ship, without putting a Pilot aboard her, with the View of going to a larger the Captain may declare it, and in this Case all the Pilots who shall have so neglected him, shall forfeit 25 Florins each; and all who shall go to Sea without their Number marked in their Flag, or in their great Sail, shall also pay 25 Florins each, and shall be suspended six Weeks; those who shall have found any one in Fault, and not declared it to the Officer, shall pay the same Mulct.

Art. 4. The STATES, at the Time of making the foregoing Ordinance, for the Pilots of *Huyshuyzen*, *Petten*, *Calan-oog*, *Texel*, and the adjacent Parts, made another for the Pilots of *Vlieland* and *Ter Schelling*, and the neighbouring Territories, differing chiefly from the other in the Names of the Places, and something in the Charges of Pilotage, which I shall particularly mention.

Every Captain of a Ship that enters by the *Vlie* with a Pilot of *Ter Schelling* shall be obliged to pay 6 Stivers every Time, more than the ordinary Pilotage, for the Relief of poor and aged Pilots.

Art. 5. The Pilots shall be obliged to go aboard the Ships at a League beyond the *Flats*, and those who only embark on this Side, the first, second, third, or fourth Buoy, shall have no more than 15 instead of 20 Stivers *per Foot*; and if any Pilot having conducted a Ship up the *Vlaak*, is detained either by bad Weather, or the Want of a Boat to carry him ashore, in this Case he shall have 1 Florin *per Foot*; but if, in Winter Time, the Ship is stopped by Ice, the Pilot shall endeavour to carry her into the *Ruys ou Sloop*, and, having secured her there, he shall remain four Days to see whether the Weather will change, and, if then the Ice continues, he has earned his Pilotage, and may quit the Ship, and the Captain shall pay him 3 Florins for his Attendance the four Days; and, if the Captain will detain him yet longer, he shall pay 15 Stivers *per Foot*, besides his Provisions; but if the Captain will absolutely be carried up the *Vlaak*, the Days of Pay shall cease on heaving up the Anchor, and the Pilot shall be obliged to conduct him for 16 Stivers the Foot; and we prohibit all others but sworn and admitted Pilots, to undertake the bringing any Ship from *Pierreveld*, by the Opening of the *Vlie*, on Penalty of 25 Florins.

Art. 7. All Vessels coming from the *East*, *West*, from *Muscovy*, and the adjacent Parts, as also those from *Bergen*, *Drontheim*, and *Nileus*, and all Charcoal Vessels drawing eight Feet Water, which will enter by the *Vlie*, shall be obliged to take a Pilot to bring them in, although they have taken one at the *Sond*, or elsewhere, without leaving the Captains at Liberty to refuse, or to excuse paying the Pilotage; and in Case of Refusal, the Pilots may follow the Captains to

to the Places they are bound to, to recover the Pilotage and Charge of their Journey, which shall be settled at 12 Florins, provided that the Galliot, or other small Vessels, which draw no more than four, five, and six Feet Water, shall pay to the *Sloot* 24 Stivers the Foot, and to this Side of the *Vlaak*, 34 Stivers the Foot; the Ships coming from *Normer*, *Drontbier*, or from *Roosdaal*, laden with Iron, Oil, &c. shall pay as much as those which come from the *Baltick*, without Exception; but the Galliot, or other Vessels, which only draw ten Feet Water, or less, coming from *Peyder*, *Jutland*, or *Norway*, with their Ballast of Salt, or laden with Beeves, shall pay 15 Stivers per Foot, if the Pilots enter them without the Openings, and conduct them to the *Sloot*, where they may quit them: But if a Pilot leaves a Ship before he has brought her to the said Place, he shall forfeit 12 Florins; and, if the Captain will keep the Pilots till on this Side the *Vlaak*, they shall pay them 5 Stivers for each Foot more than the 15: And, in Regard of laden Ships, it shall be regulated, according to the 9th Article, except for those who are only in Ballast, or those which are laden with Wood or Cattle.

Those Vessels which have one-third of their Cargo shall pay Pilotage, as Art. 14. 15. directed in Art. 16. for the *Texel*; and those coming from the East and North, shall pay Entrance as underneath, according to the Feet they draw, to be counted by Feet and half Feet; but the Galliot, or small Vessels coming from the North, which only draw from four to six Feet, shall be exempt, as in the preceding Article, viz. in Summer to commence the 1st of April, provided the Vessel passes the *Vlaak* that Day, for afterwards the Distinction shall not be made of the Pilotage of the Summer and Winter, but of the Day that the Ship passes the *Vlaak*, and not the Day of her Entrance.

*Every Ship or Vessel which draws*

5, 6, 7, 8 to 9 Feet Water	F. 12	
9½ - - - - -	12 10	
10 - - - - -	13	
10½ - - - - -	14	And the Remainder to 20 Feet,

exactly the same as Article 20 in the preceding Ordinance.

And for the Winter's Pilotage to commence from the 1st of September, if the Vessel passes the *Vlaak* that Day, till the last of March;

*Every Ship or Vessel which draws*

4, 5, 6, 7, 8, to 9 Feet Water	F. 18	
9½ - - - - -	18 10	
10 - - - - -	19 10	
10½ - - - - -	20 5	And the rest as far as 20 Feet,

is the same as in Article 21 of the foregoing Ordinance: As are all the other Articles which I have omitted here, being only Repetitions of the others quoted before; and as most of the Marine Laws in the Northern, and other Kingdoms where there are any, are taken either from the Sea Laws of *Wijbuy*, or from the Dutch, who have incorporated most of the *Wibuy* Laws, and improved upon them, I shall not enlarge further on this Subject.

## Of Wrecks, Flotsam, Jetsam, and Lagan.

**A** WRECK, (in Latin, *Wreccum Maris*, and in French, *Wreck de Mer*) signifies in our Law such Goods as, after a Shipwreck, are cast upon Land by the Sea, and left there within some County; for they are not Wrecks so long as they remain at Sea, in the Jurisdiction of the Admiralty. *Jacob's Law Dictionary.* 560. 106. a.

*Flotsam*, is when a Ship is sunk, or otherwise perished, and the Goods float upon the Sea. 560. 106. b.

*Ibid.*

*Jetsam*, is when a Ship is in Danger of being lost, and in Order to save by lightening her, some Goods are cast into the Sea, notwithstanding which she afterwards perishes.

*Ibid.**Bracton, lib. 3. c. 2.*

*Lagan*, or *Ligan*, are those heavy Goods which are cast into the Sea, before a Ship is lost, in Order to preserve them; and that they may be found again (if Providence permits) a Buoy is generally fastened to them.

*F. N. B. 122.**46 E. III.*

The King shall have *Flotsam*, *Jetsam*, and *Lagan*, when the Ship perisheth or when the Owners of the Goods are not known; but when the Ship does not perish, *& contra*.

*Coke 5 Part**Fel. 107.**Coke 2 Inst.**Fel. 167.*

A Man may have *Flotsam* and *Jetsam* by the King's Grant; and may have *Flotsam* within the high and low Water-mark by Prescription, as it appears by those of the West Countries, who prescribe to have Wreck in the Sea, so far as they may see a *Humber Barrel*.

*Sir Hen. Care-**oble's Case.**Coke 5 Part.**Fel. 107.**Bract. Lib. 2.**Cap. 5.*

By the Grant of Wreck will pass *Flotsam*, *Jetsam*, and *Lagan*, when they are cast upon the Land; but, if they are not cast upon the Land, the Admiral hath Jurisdiction, and not the *Common Law*, and they cannot be called *Wreck*. By the *Common Law* all *Wrecks* belong to the Crown, and therefore they are not chargeable with any Customs, because Goods coming into the Kingdom by *Wreck* are not imported by any Body, but cast ashore by the Wind and Sea: But it was usual to seize *Wrecks* to the King's Use, only when no Owner could be found; and, in that Case, the Property being in no Man, it in Consequence belongs to the King, as Lord of the *Narrow Seas*.

*W. Hen. 1. C.**4. 3 E. 1.*

Though when a Man, Dog, or Cat, escapes alive out of any Ship that is lost, neither the Ship, nor any Thing therein, shall be adjudged *Wreck*, but the Goods shall be saved and kept a Year and a Day by the *Sheriff*, to be restored to any Person who can prove a Property in them; and if Nobody appears to claim in that Time, they shall be forfeited as *Wreck*; the Year and Day shall be accounted from the Seizure, and, if the Owner of the Goods dies before the Expiration of that Term, his Executors or Administrators may make Proof, though, if the Goods are *Bona peritura* (perishable Goods) the *Sheriff* may sell them within the Year, taking Care he does it to the best Advantage, and account for their Product.

*2 Inst. 166.**5 Rep. 106.*

The Owners, claiming a *Wreck*, must make sufficient Proof of their Title within the Year and Day; and they are to do it by their Marks or Cockets, by the Custom-house Books, or the Testimony of reputable Men.

Where Goods are wrecked on Shore, and the Lord of the Manor takes them, having Power so to do, he shall not pay Custom, neither by the common Law, nor by the Statute Law; for by the common Law shipwrecked Goods could not be charged with Customs, for the Wreck being wholly the King's, he could not have a Custom of what was all his own. Neither by Statute Law, because such wrecked Goods cannot be said to be brought into the Kingdom as Merchandise for Sale. *Hill. 23 and 24 Car. II.*

*12 Ann.**Cap. 19. S. 1.*

Enacts, that the Sheriffs and Justices of the Peace of every County, or of a City or Town, and all Mayors, Bailiffs, and other Head Officers of Corporations and Port Towns near adjoining to the Sea, and all Constables, Tithingmen, and Officers of the Customs, in all such Places, upon Application to them made on Behalf of any Commander of a Ship in Danger of being stranded, or run on Shore, shall command the Constables near the Sea Coast where such Ship shall be in Danger, to call together as many Men as shall be necessary, to the Assistance, and for the Preservation of such Ship; and if there shall be any Ships of War, or other Ships, lying at Anchor near the Place, the Officers of the Customs, and Constables, &c. are to require the Assistance of the superior Officers by their Boats, and what Hands they can spare: and if such Officers shall refuse or neglect to assist, they shall be liable to the Penalty of 100*l.* to be recovered by the chief Officer of the Ship in Distress.

No Person shall enter into such Ships in Distress, without Leave from the Commander or Constable, &c. and the Masters and Constables may, by Force, repel Persons, who shall press on board the said Ships without Leave. And if any Goods are carried off from any such Ship, and found on any Person, if they are not delivered to the Owner on Demand, such Person shall pay treble the Value

Value of the Goods, recoverable by the Owner in an Action at Law. Also, if any Officer of the Customs, or his Deputy, abuse the Trust reposed in him by this Act, and shall be convicted thereof, he shall forfeit treble Damages to the Party grieved, and be incapable of any Employment in the Customs. Persons defacing the Marks of any Goods on board such Ship, shall make double Satisfaction, or be sent to the House of Correction to hard Labour for twelve Months.

And for the Encouragement of such Persons as shall give their Assistance to such Ships or Vessels so in Distress, it is further enacted; that the said Collectors of the Customs, and the Master or commanding Officer of any Ships or Vessels, and all others who shall act or be employed in the preserving any such Ship or Vessel in Distress, or their Cargoes, shall, within thirty Days after the Service performed, be paid a reasonable Reward for the same, by the Commander, Master, or other superior Officer, Mariners, or Owners of the Ship or Vessel so in Distress, or by the Merchant, whose Ship, Vessel, or Goods shall be so saved. In Default, the Ship or Goods may be detained by the Officer of the Customs or his Deputy, till all the Persons employed in the saving the said Ship or Cargo, shall be reasonably gratified for their Assistance and Trouble, or good Security to the Satisfaction of all Parties shall be given for the Payment thereof. If any Difference arises touching the Gratuities deserved by any of the Persons so employed, the said Master or Merchant, and also the said Officer of the Customs, shall nominate three Justices of the Peace in the Neighbourhood, who shall thereupon adjust the *quantum* of the Monies or Gratuities to be paid to the several Persons acting or being employed in the Salvage of the said Ship, Vessel, or Goods, and such Adjustments shall be binding to all Parties, and shall be recoverable in an Action at Law to be brought in any of her Majesty's Courts of Record. If no Owner appears to claim the Goods saved, they shall be put into the Custody of the chief Officer of the Customs, and if not claimed in twelve Months he shall sell them by publick Sale, and transmit the Amount to her Majesty's Exchequer, there to remain for the Use of the Owners. This Act shall be read four Times in the Year, in all the Parish Churches and Chapels of every Sea-port Town, and upon the Sea Coast in this Kingdom, viz. upon the Sunday next before Michaelmas-Day, Christmas-Day, Lady-Day, and Midsummer-Day, in the Morning immediately after Prayers, and before the Sermon.

If any Person or Persons shall make, or be assisting in the making, any Hole in the Bottom, Side or any other Part of any Ship or Vessel so in Distress as aforesaid, or shall steal any Pump belonging to any such Ship or Vessel, or shall be aiding or abetting in the stealing such Pump, or shall wilfully do any Thing tending to the immediate Loss and Destruction of such Ship or Vessel, such Person or Persons shall be, and are hereby made guilty of Felony, without any Benefit of his, her, or their Clergy. This Act was made perpetual by 4 Geo. I. c. 12.

For the effectual preventing the wilful casting away, burning, or otherwise destroying of Ships, by the Owners, Masters, and Mariners thereof, and thereto belonging; it is enacted, that if any Owner of, or Captain, Master, Mariner, or other Officer belonging to any Ship, shall wilfully cast away, burn, or otherwise destroy the Ship of which he is Owner, or unto which he belongeth, or in any Manner direct or procure the same to be done, to the Prejudice of any Person or Persons that shall underwrite any Policy or Policies of Insurance thereon, or of any Merchant or Merchants that shall load Goods thereon, he shall suffer Death. And the 11th of Geo. I. Cap. 19. Sect. 76. after reciting the above Clause, and mentioning that Doubts have arisen about the Trial and Punishment for the said Offences, enacts, that if the said Offences are committed within the Body of any County in the Realm, they shall be tried in the same Courts in such Manner and Form as other Felonies are tried and determined; and if the said Offences are committed upon the high Seas, they shall be tried and adjudged by the Admiralty Court.

4 Geo. I.  
c. 12. Sect. 3.

1 Hawk. P.C. 94. If a Man has a Grant of *Wreck*, and Goods are *wrecked* upon his Lands, and another taketh them away before Seizure, he may bring an Action of Trespass, &c. for before they are seized, there is no Property gained to make it Felony.

2 Inst. 166. If Goods *wrecked* are seized by Persons having no Authority, the Owner may have his Action against them; or if the Wrong-doers are unknown he may have a Commission to inquire, &c.

27 Ed. III C. 13. Goods lost by Tempest, Piracy, &c. and not by *Wreck*, if they afterwards come to Land shall be restored to the Owner.

Cole 2 Inst. 167. When a Ship is ready to sink, and all the Men therein, for the Preservation of their Lives, quit the Ship, and afterwards the perishes, if any of the Men are saved and come to Land, the Goods are not lost.

A Ship on the Sea was chased by an Enemy; and the Men therein, for the Security of their Lives, forsook her; she was afterwards taken by the Enemy, and spoiled of her Goods and Tackle, and then turned adrift; after this, by Strefs of Weather, she was cast on Land, where it happened her Men safely arrived: And it was resolved that this was no *Wreck*.

4 Geo. I. Cap. 12 §. 2. The Act, 12 Ann. St. 1. Cap. 18. shall not affect the ancient Jurisdiction of the Admiralty Court of the *Cinque Ports*, but the Officers of the said Court shall put the said Act in Execution, within the Jurisdiction of the *Cinque Ports*.

In the Year 1753, the following Act passed, which having reduced the greatest Part of the former Laws into this Act, for the Guidance of Masters of Ships and other Persons concerned in Shipping, it is here inserted.

46 Geo. II. The Preamble begins that, Whereas, notwithstanding the good and salutary Laws now in being, against plundering and destroying Vessels in Distress, and against taking away shipwrecked, lost or stranded Goods, many wicked Enormities have been committed, to the Disgrace of the Nation, and to the grievous Damage of Merchants and Mariners, of our own and other Countries: *Be it enacted*, That, if any Person or Persons, shall plunder, steal, take away, or destroy any Goods or Merchandise, or other Effects, from, or belonging to, any Ship or Vessel which shall be in Distress, or shall be wrecked, lost, stranded, or cast on Shore, in any Part of his Majesty's Dominions (whether any living Creature be on board or not) or any of the Furniture, Tackle, Apparel, Provision, or any Part of such Ship or Vessel: or shall beat, or wound, with Intent to kill or destroy, or shall otherwise wilfully obstruct the Escape of any Person endeavouring to save his or her Life, from such Ship or Vessel, or the Wreck thereof; or, if any Person or Persons shall put out any false Light or Lights, with Intention to bring any Ship or Vessel into Danger, then such Person or Persons so offending, shall be deemed guilty of Felony, and being lawfully convicted thereof, shall suffer Death, as in Cases of Felony, without Benefit of Clergy.

Provided, that when Goods of small Value shall be cast on Shore, and stolen without Circumstances of Cruelty or Violence, the Offender on conviction, be punished as in Cases of Petit Larceny.

It shall be lawful for any Justice of the Peace, upon Information being made to him on Oath, of any Part of the Cargo, or Effects of any Ship, lost or stranded, being unlawfully carried away, and concealed, to issue his Warrant for searching any House, &c. as in other Cases of stolen Goods: And, if the same shall be found in such House, &c. or in the Possession of any Person not legally authorised to keep the same, and the Owner of such House, or the Person in whose Custody the same shall be found, shall not give an Account to the Satisfaction of the Justice of the Peace, how he came by the Goods, it shall be lawful upon Proof of such Refusal, and he is required, to commit the Offender to the common gaol for six Months, or until he shall have paid the Owner treble the Value of the Things unlawfully detained.

If any Person shall offer to Sale any Effects belonging to any Vessel lost as aforesaid, and unlawfully taken away, or suspected so to have been, it shall be lawful to seize, and carry the same, or give Notice thereof with all convenient Speed, to some Justice of the Peace; and if the Person offering them to Sale, or some other Person in their Behalf, shall not appear before the Justice within

ten Days after such Seizure, and make out to the Satisfaction of the Justice, his Property in the Goods, or in some Person who employed him, then the Goods shall be delivered for the Use of the right Owner, upon Payment of a reasonable Reward for such Seizure, to be ascertained by the Justice, to the Person who seized the same, and such Justice shall commit the Offender to the Common Gaol for six Months, or until he shall have paid the Owner treble the Value of the Goods.

In Case any Person, not employed by the Master, &c. in the Salvage of any Vessel or the Cargo, &c. shall, in the Absence of Persons so employed, save any such Ship, Goods, &c. and cause the same to be carried, for the Benefit of the Owners or Proprietors, into Port or Place of safe Custody, immediately giving Notice to some Justice of the Peace, Magistrate, Custom-house or Excise Officer, or shall discover to any Magistrate or Officer where any such Goods are wrongfully bought, sold, or concealed, such Person shall be intitled to a reasonable Reward, to be paid by the Master or Owner of such Vessel, in like Manner as Salvage is to be paid, by 12 *Anne*, intitled, an Act for the preserving all such Ships and Goods thereof, which have happened to be forced on Shore, or stranded upon the Coast of this Kingdom, or any other of his Majesty's Dominions, or else in the Manner herein after prescribed, as the Case shall require.

For the better ascertaining the Salvage, and putting the Acts in Execution, the Justice of the Peace, Mayor, Bailiff, Collector of the Customs, or chief Constable, who shall be nearest where any Ship is stranded or cast away, shall forthwith give Notice for a Meeting of the Sheriffs or their Deputies, the Justice of the Peace, Mayor or other chief Magistrate of Towns Corporate, Coroners, and Commissioners of Land-Tax, or any Five or more of them, who are required and empowered to employ proper Persons, for saving Ships in Distress, and Ships and Goods as shall be stranded or cast away; and also to examine Persons concerning the same, or the Salvage thereof, to adjust the *Quantum* of such Salvage, and distribute the same, in Case of Disagreement, among the Parties: And that every Person, attending and acting at such Meeting, shall be allowed four Shillings a Day, out of the Effects saved by their Care and Direction.

But if the Charges and Rewards for Salvage, directed by the Act 11 *Anne*, and by this present Act, be not paid or Security given within forty Days, the Officer of the Customs, concerned in such Salvage, may borrow Money on the Goods, &c. by Bill of Sale, on such Part of the Goods, &c. as shall be sufficient, redeemable upon Payment of the Principal Sum and Interest, at four *per Cent*.

And if Oath shall be made before any Magistrate, lawfully empowered to take the same, of any Theft, and the Examination taken shall be delivered to the Clerk of the Peace, for the County, &c. or his Deputy; or if Oath shall be made of the breaking any Ship, contrary to the Act, 12 *Anne*, and the Examination delivered to the Clerk of the Peace or his Deputy, he shall cause the Offender to be prosecuted, either in the County where the Fact was committed, or the County adjoining, where any Indictment may be laid by any other Prosecutor; and if the Fact be committed in *Wyls*, then the Prosecution may be carried on in the next adjoining *English* County: The Charge of such Prosecution by the Clerks of the Peace to be settled by the Justices at Session, and paid by the Treasurer of the County, &c. the Clerk of the Peace, on Refusal or Neglect to carry on such Prosecution, to forfeit one Hundred Pounds for every Offence, to any Person who shall sue for the same.

The Lord Wardens of the *Cinque Ports*, the Lieutenant of *Dover Castle*, the Deputy Warden of the *Cinque Ports*, and the Judges officiate, and Commissary of the Court of Admiralty of the *Cinque Ports*, two ancient Towns and the Members thereof, for the Time being, and every Person appointed by the Lord Wardens of the *Cinque Ports*, shall put the Acts in Execution within the Jurisdiction of the *Cinque Ports*, two ancient Towns, and their Members, in the same Manner, as the Justices, &c. in other Places.



If any Person, appointed to put this Act in Execution, shall be wounded in such Service, such Person or Persons, so wounding him, shall, upon Trial and Conviction, at the Assizes or General Goal Delivery, or at the General or Quarter Sessions for the County, &c. be transported for seven Years, to some of his Majesty's Colonies in America.

Any Justice of the Peace, in the Absence of the Sheriff, may take sufficient Power to repress all Violences and enforce the Execution of this Act.

To prevent Confusion among Persons assembled to save any Ship, &c. all Persons shall conform to the Orders of the Master, or other Officers, or Owners; or for Want of their Presence or Direction, to any of the Persons appointed to put this Act in Execution, in the following Subordination: First, to the Orders of the Officer of the Customs, then of the Excise, the Sheriff of the County, or his Deputy, a Justice of Peace, the Mayor or chief Magistrate of any Corporation, the Coroner, the Commissioner of the Land-Tax; then of any Chief Constable, Petty Constable, or other Peace Officer: And, whoever acts, knowingly or wilfully, contrary to such Orders, shall forfeit five Pounds, and in Case of Non-payment, be sent to the House of Correction, for any Time not exceeding three Months.

Nothing in this Act extends to Scotland.

### Of Salvage, Average, or Contribution.

**S**ALVAGE is an Allowance made for saving of a Ship or Goods, or both, from the Dangers of the Seas, Pirates, or Enemies; it is provided for by several English Statutes, many of which have been given under the preceding Head, as properly relating to *Wrecks* on Shore and Ships stranded on the Coasts of England.

We are now to treat of Salvage in general at Sea; and on foreign Coasts.

SALVAGE is allowed by all Nations, it being reasonable that a Man should be rewarded who hazards his Life, or employs his Time, in the Service of another; more especially as without his Aid the Lives and Property of the Parties in Distress most probably would have been lost.

The only Difficulty, therefore, that can arise on the Subject of Salvage, is, as to the Proportion of the Sums of Money, or other Gratuities to be allowed; and where there are no stated Laws or Customs to go by, we must be guided by the particular Circumstances of different Cases. This should be the Line of Conduct observed by Arbitrators. For though great Promises may have been made in the Hour of Danger by the Master and Mariners, yet when the Decision comes before a Court of Judicature, or Arbitrators, they are to guard against exorbitant Demands for Salvage, and the Reward must be regulated by the Pains and Trouble the Salvors were put to. *Leg. Oleron.*

For the Charges of Salvage, very great Allowances have been made to Divers and Salvors, as the Half, the Third, or the Tenth of the Things saved, according to the Depth of Water, out of which they were fished, whether fifteen, eight, or one Fathom. Generally, a tenth Part for Salvage on the Coast, and a Fifth for him, who, saving himself, carries something with him, as Gold, Silver, Jewels, or valuable Papers, which being easy of Transportation are sometimes saved by the Mariners who escape from a Shipwreck.

Where Things are cast up by Shipwreck, or left through casting in Storms, the Laws of *Rhodes* allow to the Finder, a fifth Part for the Saving, and in *France* they allow one third Part for Salvage.

If the Ship only perish, and the Goods be saved, then the Goods shall pay the Tenth or the Fifth, as the Difficulty of the saving thereof shall require: and Gold, Silver, Silk, and the like, being of easy Transportation, shall pay less than Goods of greater Weight, and more burthensome for Carriage, which are in greater Danger. *Malines Lex Merc. P. 119.*

Salvors may detain Goods till Agreement is made, and Security given, for the Payment of the Salvage; but they cannot convert them to their own Use, in Case the *Quantum* of the Salvage is disputed; they must remain as Deposits till the

the Contest is decided, and must then be delivered up to the Owners, upon Payment of the Sums awarded for the Salvage.

If Goods are abandoned or given up to the Salvors, there can be no Claim for Salvage; for Salvage can never exceed the Benefits to be derived from it. *Lord Kaim's Prin. of Equity, P. 373.*

Though Effects, recovered from Shipwreck, should afterwards be irrecoverably lost, yet Salvage must be allowed for the Recovery. In like Manner as for a Ship, taken again by an Enemy after a Ransom or Recapture.

Anchors are the most common Things found at Sea; and if they are fished up, without any Buoy or Cable floating to direct the Salvors, one Half is allowed; but if there is a Buoy or Cable, then only one third. But as it frequently happens that Disputes arise concerning the finding of Anchors and Cables; a Remedy is provided by Stat. 3 Geo. I. C. 13. S. 6. The Lord Warden of the *Cinque Ports* shall nominate, under his Hand and Seal, three or more Persons in each of the *Cinque Ports*, two ancient Towns, and their Members, to adjust any Difference relating to Salvage, between the Master of any Ship that has in bad Weather been forced from her Anchor and Cable, and the Persons bringing them on Shore: And if any Vessel be forced from her Cables and Anchors by Extremity of Weather, and leave the same in any Roads within the Jurisdiction of the *Cinque Ports*, and the Salvage cannot be adjusted between the Persons concerned; the same shall be determined in twelve Hours by any one or more of the Persons appointed as aforesaid.

The Master and Seamen's wearing Apparel are always excepted from the Allowance of Salvage.

If a Ship is found adrift at Sea, having been abandoned by the Master and Crew, the Allowance for Salvage will be much more than if any Person had been found on board.

Case: An outward bound *Dutch East-Indiaman* struck upon the Sands off the Port of *Dunkirk*; the Master and his Crew, imagining she would go to Pieces, as it blew a hard Gale, too hastily abandoned her, and made the best of their Way in their Boats to *Ostend*, the Surf not admitting of their making their Harbour of *Dunkirk*. Two Days after, a Passage-Boat belonging to *Dover* found the Ship adrift, having worked herself off with the Tides, and brought her safe into *Dunkirk*. The Master soon arrived there, and disputed the *Quantum* of the Salvage, which the Admiralty Court at *Dunkirk* adjudged to be one Half, and it was paid accordingly.

The Valuation of a Ship, in order to ascertain the Rate of Salvage, may be determined by the Policy of Insurance, if there is no Reason to suspect she is undervalued; the same Rule may be observed with Respect to Goods, where there are Policies of Insurance upon them. Where this is not the Case, the Salvors have a Right to insist upon Proof of the real Value, which may be done by the Merchants' Invoices, and they must be paid accordingly.

AVERAGE and CONTRIBUTION are synonymous Terms in Marine Cases, and signify a mean Proportion of Loss between the Owners of Goods thrown overboard in a Storm (in order to preserve the Remainder, with the Ship, and Lives of the Men) and the Proprietors of those that are saved, and of the Vessel.

And as Ships in their Voyages are exposed to Storms, and often saved from perishing, by casting Goods overboard to lighten them, it has, therefore, been always allowed, and is justified by Law and Custom, and in Case of imminent Danger any Thing may be thrown away to evade it. Though as heavy Goods seem most likely to answer the Purpose, and are generally least in Value. they should be first destined to Destruction.

However, to make this Action legal, the three following essential Cases ought to concur:

1st. The Ship must be in evident Hazard of perishing, with her Cargo and Crew.

2d. The Resolution the Captain takes on this melancholy Occasion should be in Consequence of a Consultation held with his Officers and Sailors, to endeavour to save themselves, Ship and Cargo, either by throwing some Goods overboard, or by cutting some of the Masts, &c. away, and by occasioning themselves

these extraordinary Expenses strive to secure the Remainder for the Proprietors Benefit.

3d. That the Ship and Cargo, or the Part of them that are saved, has been saved by that Means used, with that sole View.

Agreeable to these three Axioms, it must be concluded, that all the Expence and Losses, which are thus voluntarily made to prevent a total one of Ship and Cargo, ought to be equally borne by the Ship, and her remaining Lading. And this is called *general or gross Average*.

But what is broken or lost by a Storm, as Anchors, Cables, Masts, Sails, Cordage, &c. is not to be comprehended in gross Averages, because the Tempest only was the Occasion of this Loss, and it was not made by the Deliberation of the Master and his Crew, with the View to save the Ship and Lading; though on the contrary, if after Advice taken by the Company, or major Part of them, the Captain cuts away, or abandons any Thing of the Ship or Cargo, with a View to prevent a greater Misfortune, all that is so cut away, &c. must be brought into a general Average.

If the Ship happily out-weather the Storm, and arrives in Safety at her destined Port, the Captain must make his regular Protests, and beside, *jointly* with the major Part of his Crew, must swear, that the Goods were cast overboard for no other Cause, but purely for the Safety of Ship and Lading; and the Method of elucidating and clearing up this Point varies according to the several Countries and Places they arrive at.

The Ship arriving in Safety, those Goods she brings with her must come into a general Average, and not only those that pay Freight but *all* that have been saved and preserved by such *Ejection*, even Money, Jewels, Clothes, &c.

But a Man's Apparel in Use, and Victuals, &c. put aboard to be spent, are totally excluded from the Contribution.

The Loss of Anchors, Masts, and Rigging, occasioned by common Accidents at Sea: The Damages which happen to Merchandise by Storms, Capture, or Shipwreck, wet or rotting (not owing to any neglect of the Master) are Losses to be borne by, and the Expenses paid by the Thing that suffered the Damage. And this is called *simple or particular Average*.

*Job Tacitus.  
L. 2. C. 7. de  
Jactu, & de  
Contribut.*

In the rating of Goods by Way of Contribution, this Order used to be always observed, *viz.* If they are cast overboard before half the Voyage be performed, then they are to be esteemed at the Price they cost; and if after, then at such Price as the rest, or the like Sorts, shall be sold at the Place of Discharge; and this Regulation continues still in *France* and *Holland* though here and elsewhere the Lost and the Saved are sometimes estimated as the latter sell.

*Leg. Navis 4.  
ad Leg. Rhod.  
ad Ventris  
Comment.*

The Owner of the Goods that have been thus ejected, or his Factor, should take Care to have the Loss valued before the Ship's Discharge, in which the Master ought to assist, and settle all Averages before he unloads.

And it is not only the Goods that are thrown over that must come into the Average, but those also which shall have received any Damage, by the Action of the others' Ejection, by Wet, &c.

In stating an Average on Goods, Regard should be had to what Deductions ought to be made from the Invoice amount, covered for Draw-backs, Bounties, and other Allowance at the Custom-House on Exportation: Also for Discounts, and Abatements of Duties, &c. on Importation; and for prompt Payment on Sales, together with the usual Leakage, Westage, &c. It should likewise be considered whether the damaged Goods, (although the whole of the Goods which were loaded may be delivered) are increased or diminished in Weight or Quantity by Means of the Sea Water, as Hemp, Sugar, &c. The true Weight or Quantities, as shipped and landed, should be discovered and compared; and the several Differences of Qualities attended to, particularly in large Parcels or Cargoes of Goods of the same Denomination, in order to find on which Qualities the Damages may have happened: for unless all these Circumstances be adverted to as the Case may require, the Average will be stated erroneously. *Wyllett's Digest of Laws of Insurance.*

Average is to be allowed as often as it happens, either once or often although the Ship afterwards should be lost in the same Voyage. *Ord. of Copenh.*

If Goods shipped in England are in Tempest thrown overboard, in Order to preserve the Vessel and Crew, and these Goods are taken up and preserved by another English Ship, the Owners bringing Trover, it lies, because delivered upon the Land. *1 Rol. Rep. 493. Capi vult. 1. other.*

It is lawful for Persons to cast Goods overboard out of a Ferry-Boat, in Case of a Tempest, to preserve their Lives; but, if the Ferryman surcharge the Boat with Goods, the Owners of them shall have their Remedy against him, but not otherwise. *11 Case 63. 1 Buller 490.*

So if an Ejection of Goods from any Ship is occasioned by the Indiscretion of the Master's Lading her above Birth-Mark, it is customary in such Cases, by the Marine Laws, to have no Contribution made, but Satisfaction is due from the Ship, Masters, or Owners. *Lust. Sernus, S. 27. & Si. 23. ad Leg. Aquil.*

And as this Law doth take Care, that such common Calamities shall be borne Dito, by all the interested Parties, by a general Contribution, so the Common-Law takes Dito, Notice of the Misfortunes, and makes Provisions for the Master's Indemnification; and therefore if the Owner of such ejected Goods shall bring an Action against the Master or the Owner of the Vessel, the Defendant may plead the Special Matter, and the same shall bar the Plaintiff. *Bird v. Aylmer.*

As the Common Law looks upon the Goods or Cargo as a Pawn or Pledge for the Freight, so the Marine Law looks upon them likewise as a Security for answering any Average or Contribution, and that the Master ought not to deliver them (as above) till the Contribution is settled, they being tacitly obliged for the one as well as the other. *11 L. 2. Rbod. L. 2.*

If a Lighter, Skiff, or the Ship's Boat, into which Part of the Cargo is unladen to lighten the Ship, perish, and the Ship be preserved, in that Case Contribution is to be made; but if the Ship be cast away, and the Lighter, Boat, or Skiff, be preserved, there no Contribution or Average is to be had, it being a Rule no Contribution but where the Ships arrive in Safety. *F. de Leg. Rbod. Leg. Navis onst. Leg. Navis. 2d Leg. Rbod. de Jactu.*

If a Ship be taken by Enemies or Pirates, and the Master to redeem her and Cargo promises a certain Sum of Money, for Performance whereof he becomes a Pledge or Captive in the Hands of the Captor; in this Case, he is to be redeemed at the Expence of the Ship, Lading, and Money (if any on board) all being obliged to contribute for his Ransom, according to each Man's Interest. *Mor. 297. Leg. Rbod. de Jactu. L. 2. Si Navis a Pirata.*

So where a Pirate takes Part of the Goods to spare the rest, Contribution must be paid. *Mor. F. 297. Pl. 443.*

But if a Pirate takes by Violence Part of the Goods, the rest are not subject to gross Average, unless the Merchant hath made an express Agreement to pay it after the Ship is robbed. *Hicks v. Pa- lington.*

Though if Part of the Goods are taken by an Enemy, or by Letters of Marque and Reprizal, & contra. *Grat. de In- terd. Jur. 129. Veniat and Peckus.*

In settling a gross Average, an Estimate must be made of all the Goods lost and saved, as well as of what the Master shall have sacrificed of the Ship's Appurtenances to her Preservation, and that of her Cargo; and if any Thing flung into the Sea is again recovered, Contribution is only to be made for the Damage it shall have received. *Com. on the Laws of Rbod. Fil. 236. 177. 198.*

The Pilot's Fee, that brought the Ship into a Port or Haven for her Safeguard (it being not the Place she was designed for) must be contributed to, as the raising her from the Ground must be, when there is no Fault in the Master.

If a Master of a Ship lets her out to Freight, and in Consequence thereof receives his Lading, and afterwards takes in some Goods, without Leave of his Freighters, and on a Storm arising at Sea, Part of his Freighters' Goods are thrown overboard, the Remainder are not subject to an Average, but the Master must make good the Loss out of his own Purse. *Grat. de Inter- Jur. 129. Veniat and Peckus.*

If a Ship is taken by Force and carried into some Port, and the Crew remains on board to take Care of, and reclaim her; not only the Charges of such reclaiming shall be brought into a general Average, but the Wages and Expences of the Ship's Company during her Arrest, and from the Time of her Capture and being disturbed in her Voyage. *Com. on the Laws of Rbod. Fil. 236. 177. 198.*

But the Sailors' Wages, &c. of a Ship detained in Port by Order of State, shall not be brought into an Average, and the Reason assigned for it is, that in

And he from the preceding Case, the Crew remained aboard to take Care of the Vessel, whilst they were endeavouring to reclaim her, and these Charges were occasioned by the *Mr. Adrian* with the sole View of preserving the Ship and Cargo for their Proprietors; but in this latter Case, there was no Room for such a Pretence as the embargoing Sovereign would not have either Ship or Cargo, but only hinder their Departure for some political Reasons, wherefore it could not be said, that the Ship's Company remained on board to prevent an entire Loss; the only Motives to be offered for an Average.

Nevertheless, it seems that both Reason and Justice require that the Expence and Wages of a Ship's Company, detained in Port by a Prince's Order, should be brought into a general Average; for if, on one Side, the Merchants who have laden her, are considerable Sufferers by the Delay, in the Arrival of their Goods at the destined Ports, the Owners of the Ship are not less so, more especially if the Crew is large, and the Detention long; and those who drew up the Ordinance of *Lewis XIV.* very well perceived in Part, that to oblige the Owners of a Vessel so detained, to support the whole Expence, would be a great Hardship and Injustice, as the VIIth Article of the said Ordinance (under the Title of *Averages*) expresses in direct Terms, viz. *The Food and Wages of Sailors, belonging to a Ship embargoed by an Order of State, shall be also reputed as Part of general Averages, if she is hired by the Month; but if she is freighted by the Voyage they shall be borne by her alone.*

From whence, I think it ought to be concluded, that although a Ship freighted by the Month or Voyage, is only mentioned in the foregoing, yet when the Proprietors of a Vessel hire her Crew by the Month, they have a Right to bring the Expence and Wages of their Sailors into an Average, for the whole Time that the Ship shall be detained; though on the contrary, they cannot justly pretend to bring the Expence of the Mariners into an Average, when they are hired for the Voyage, as the Expence only is always the same, whether they be hired for the Month or Voyage, and being occasioned by the Will of the Sovereign who laid the Embargo, I do not see that there ought to be any Distinction, unless there were some Goods aboard, which were the Cause of her Arrest; for in this Case it would be reasonable, that the said Merchandises should pay the whole Expence.

Though it must be noted, the Charges of unlading a Ship, to get her into a River or Port, ought not to be brought into a general Average, but when occasioned by an indispensable Necessity to prevent the Loss of Ship and Cargo; as when a Ship is forced by a Storm to enter a Port to repair the Damage she has suffered, if she cannot continue her Voyage without an apparent Risque of being lost; in which Case, the Wages and Victuals of the Crew are brought into an Average from the Day it was resolved to seek a Port to refit the Vessel, to the Day of her Departure from it, with all the Charges of unlading and relading, Anchorage, Pilotage, and every other Due and Expence, occasioned by this Necessity.

The Master of a Ship, who is obliged from the aforesaid Motives, to cut away, or throw overboard, any of his Masts, Rigging, &c. has a privileged Hypothecation, and the Right of Detention of the Goods he shall carry to their destined Port, till they contribute to a general Average; and it is to be observed, that Goods cast overboard to lighten the Ship, make no *Derelict*.

Having now gone through what I thought necessary to offer on the Subject of general and particular *Averages*, I shall just mention a Word or two, of what we term *Petty Average* being a small Duty joined to *Primage*, which Custom has made a Master's Perquisite, extra of the Freight, and is commonly here 5 per Cent. as it has been settled in *France* and *Holland*, &c. though 10 per Cent. is commonly paid in the latter, notwithstanding two publick Edicts which limit it, as aforesaid, to half the Sum: The Origin of it was, an Allowance made to Masters of Vessels for sundry petty Expences, to which the Lading was obliged to contribute, but has been, for some Years past, transfused to the Terms aforesaid; and I shall not now enlarge on this Subject of *Averages*, but refer my Reader to what I shall have Occasion to say more about them, under the title of *Insurance*; in the mean Time, I shall content myself with the Quota-  
tions



tions offered, in Hopes I have neither exceeded nor fallen short of my Readers' Expectations, in my treating this extensive Theme, which of itself would furnish sufficient Matter for an entire Volume.

### Of British Ports, Havens, Lighthouses, and Sea Marks.

**A** Port, Harbour, or Haven, is a Place where Ships may shelter from bad Weather, and where Custom-houses are appointed to supervise their lading and unlading; these in England have many Members and Creeks belonging to them, which are distinguished as follows, viz.

*Members*, are those Places, where anciently a Custom-house hath been kept, and where Officers or their Deputies attend, as they are lawful Places of Exportation or Importation.

*Creeks*, are Places where commonly Officers are, or have been, placed by Way of Prevention, not out of Duty or Right of Attendance, and are not lawful Places of Exportation or Importation, without a particular Licence or Sufferance from the Port or Member under which it is placed.

The several licensed Ports for lading and landing of Goods, with their Dependencies, as they now account at the Custom-house, are, viz.

Ports.	Members.	Creeks.
London	— — — —	Gravefend Leigh Burnham West Mersey East Mersey Erckly Wivenhoe Maningtree
Ipswich	{ Malden Colchester Harwich	{ Orford Dunwich Walderwich Leostoffe
Tarmouth	{ Woodbridge Aldborough Southwold Blackney and Cley	{ Orford Dunwich Walderwich Leostoffe
Lynn Regis	{ Wells cum Burnham Wibbech	{ Hitebam Cress Keys
Boston	— — — —	{ Spalding Fosbeck Wainsfleet Nunby Chapel Thetletorp Saltfleet
Hull	{ Grimsby Bridlington Scarborough	Gaintorp
Newcastle upon Tyne	{ Whitby Stockton Hartlepool Sunderland S Shields	Middleborough
	— — — — —	{ Seaton Sluice Blith Nook



## OF BRITISH PORTS, &amp;c.

Ports.	Members.	Creeks.
<i>Berwick</i>	— — — — —	<ul style="list-style-type: none"> <li><i>Aylemouth</i></li> <li><i>Warnewater</i></li> <li><i>Holy Island</i></li> <li><i>East Marches</i>, containing the Coast of <i>Northumberland</i>, bordering on <i>Scotland</i>.</li> </ul>
<i>Carlisle</i>	<ul style="list-style-type: none"> <li><i>Whitehaven</i></li> <li><i>Lancaster</i></li> <li><i>Poulton</i></li> <li><i>Liverpool</i></li> </ul>	<ul style="list-style-type: none"> <li><i>West Marches</i>, containing the Coast of <i>Cumberland</i>, bordering on <i>Scotland</i>.</li> <li><i>Workington</i></li> <li><i>Ravenglass</i></li> <li><i>Milnborpe</i></li> <li><i>Pyte of Fowdery</i></li> <li><i>Graunge</i></li> <li><i>Wyrewater</i></li> <li><i>Preston and Ribble Water</i></li> <li><i>Sankey Bridge</i></li> <li><i>Fradsham</i></li> <li><i>South Shore of the River of Mersey to the Red Stones.</i></li> </ul>
<i>Chester</i>	<ul style="list-style-type: none"> <li><i>Aberconway</i></li> <li><i>Beaumaris</i></li> <li><i>Caernarvon</i></li> <li><i>Conway</i></li> <li><i>Holyhead</i></li> <li><i>Pulbilly</i></li> <li><i>Aberdovey</i></li> <li><i>Cardigan</i></li> </ul>	<ul style="list-style-type: none"> <li><i>Hilbre</i></li> <li><i>Dawpool</i></li> <li><i>Neston</i></li> <li><i>Burton-bead</i></li> <li><i>Bagbill</i></li> <li><i>Moslin</i></li> <li><i>Amlogb</i></li> <li><i>Barmouth</i></li> </ul>
<i>Milford</i>	<ul style="list-style-type: none"> <li><i>Pembroke</i></li> </ul>	<ul style="list-style-type: none"> <li><i>Aberystab</i></li> <li><i>Newport</i></li> <li><i>Fifchard</i></li> <li><i>Haverford-West</i></li> <li><i>Tenby</i></li> <li><i>Caermarthen</i></li> <li><i>Lanelthy</i></li> <li><i>North Burrys</i></li> </ul>
<i>Cardiffe</i>	<ul style="list-style-type: none"> <li><i>Swanzey</i></li> </ul>	<ul style="list-style-type: none"> <li><i>South Burrys</i></li> <li><i>Neath or Briton Ferry</i></li> <li><i>Newton</i></li> <li><i>Abertaw</i></li> <li><i>Penarth</i></li> <li><i>Newport</i></li> <li><i>Chepstow</i></li> </ul>
<i>Gloucester</i>	— — — — —	<i>River Severn from Bridgenorth to King Road</i>
<i>Bristol</i>	— — — — —	<i>Pill</i>
<i>Bridgewater</i>	— — — — —	<i>Uphill</i>
<i>Plymouth</i>	<ul style="list-style-type: none"> <li><i>Minehead</i></li> <li><i>Padstow</i></li> <li><i>St. Ives</i></li> <li><i>Penzance</i></li> <li><i>Gweek</i></li> <li><i>Falmouth</i></li> <li><i>Fewey</i></li> </ul>	<i>St. Maures</i>
		<i>Plymouth</i>

Ports.	Members.	Creeks.
Plymouth	Lowe	{ Saltsb Stonehouse Cousland
	Penryn	
	Truro	
	Ilfracomb	{ Clovelly Appledore Tincomb Starcross Bear and Seaton Topsham Pouldram Sydmouth Lympton Exmouth Plymouth Saltcomb Brixham Torbay Totnes Bridport Charmouth Portland Lulworth Swanidge Wareham Christchurch Lymington Yarmouth Newport Embsworth Pagham Point Selsey Brightelmston New Haven Seaford
Exeter	Barnstaple	
	Biddleford	
	---	
Poole	Dartmouth	
	Lyme Regis	
	Weymouth	
	---	
Southampton	---	
	Cowes	
	Portsmouth	
	Arundel	
Chichester	Shoreham	
	Lewes	
	Pemsey	
	Hastings	
Sandwich	Rye	{ Winchelsea Lyâ Rumney
	Hythe	
	Dover	
	---	{ Ramsgate Margate Whitstable
Bridgenorth	Deal	
	Faversham	
	Milton	
	Rockester	Queenborough

Note, All the Ports and Havens in England are *infra Corpus Comitatus*, and the Court of Admiralty cannot hold Jurisdiction of any Thing done in them. *Holland's Case*, Earl of *Exeter*, 30 H. VI. And because he held Plea in the Admiralty of a Thing done *infra portum de Hull*, Damages were recovered against him, two Thousand Pounds.

And the Port of *London* being of great Importance, in Regard of the Customs, the Limits of it have been settled by the *Exchequer*, and declared to extend, and to be accounted, from the Promontory, or Point, called *North-Farland*, in the Isle of *Thanet*, and from thence *Northward*, in a supposed Line to the opposite Promontory, or Point, called the *Nass*, beyond the *Gun-fleet*, upon the Coast of *Essex*, and continued Westward, through the River of *Thames*, and the several Channels, Streams, and Rivers falling into it, to *London-Bridge*, five the usual and known Rights, Liberty, and Privilege to the Ports of *Sandwich* and *Ipswich*, and either of them, and the known Members thereof, and of the Customers, Comptrollers, Searchers, and other Deputies, within the said Ports of *Sandwich* and *Ipswich*, and the several Creeks, Harbours, and Havens, to them, or either of them, respectively belonging, within the Counties of *Kent* or *Essex*.

This Account of Ports, &c. might have been omitted till I came to treat of the Customs; but, as I thought it more properly introduced here, I have inserted it, and shall subjoin an Abstract of the Laws in Force concerning them. For though it is probable few or none of my Readers may be interested in the Trade of them all, yet, that every one may meet the Information he may occasionally want, I shall briefly mention what has been publicly enacted, for their Establishment and Preservation.

## BURLINGTON.

8 WILL. III.  
C. 29. S. 1.

From the first of *May*, 1697, until the 1st of *May*, 1704, the Duties herein-mentioned shall be paid for the repairing the Port or Pier of *Burlington*, viz. one Farthing for every Chaldron of Coals, laden on board any Vessel at the Port of *Newcastle*, or at *Sunderland*, *Blythe*, *Seaton*, *Sluice*, or any other Member of the Port of *Newcastle*, which shall be paid to *Arthur*, Lord Viscount *Irwin*, &c.

Ditto, S. 4.

All Monies raised for the Duties aforesaid, &c. shall be by the Commissioners applied to the repairing the said Port or Pier of *Burlington*, &c.

Continued by 1 Geo. I. Cap. 49. 5 Geo. I. Cap. 80. for twenty-five Years, from the 24th of June, 1730, and 26 Geo. II. for twenty-five Years, from the 24th of June, 1753.

By this Act, Vessels belonging to *Great Yarmouth* in *Norfolk* are exempted from this Duty, the Masters having a Certificate, upon Oath, before the Mayor of *Yarmouth*, that the Owners of such Vessel, or the greatest Part, are Inhabitants of that Town.

## DOVER.

11 WILL. III.  
C. 5. S. 1.

From the 1st of *May*, 1700, to the 1st of *May*, 1709, there shall be paid by the Master of every *English* Ship, of the Burthen of twenty Tons, and not exceeding three Hundred Tons, for every Lading and Discharging within this Realm, from, to, or by *Dover*, or coming into the Harbour there, not having a Cocket testifying his Payment before that Voyage, towards the Repair of *Dover* Harbour, 3d. for every Ton, and of the Aliens' Ships, of the Burden aforesaid, the like Sum (excepting Ships laden with Coals, Grindstones, or *Purbeck* or *Portland* Stones) and for every Chaldron of Sea Coals, or Ton of Grindstones, one Penny Half-penny; the same to be paid to the Customer or Collector of the Customs, in such Port, whence such Ship shall set forth, or where such Ship shall arrive, before they lade or unlade; the Account of the Number of Tons to be made according to the Entry of the Goods of every Ship in the Custom-House, and no Entry of the Goods to be allowed without Information made on Oath by the Master, containing the Burden thereof, and Payment made of the Sums aforesaid, of which Payment the Master shall have Allowance of the Merchants, according to the Rates of the Goods, by Way of Average, &c.

Ditto, S. 2.

Provided that no Coaster or Fisherman shall pay the Duty oftener than once in one Year.

Ditto, S. 3.

Ships belonging to *Weymouth* and *Melcomb Regis*, and *Lyme Regis*, shall be exempted from paying to the Harbour of *Dover*, so as they bring a Certificate upon Oath before the Mayor, under the common Seal of the said Corporations, that

that the Ships belong thereto, and the Inhabitants of the said Corporations are Owners of the major Part of such Ships.

All Ships *English* built, and manned according to the Act of Navigation, <sup>11 Will. III. c. 5. s. 9.</sup> belonging to *Great Yarmouth*, shall be exempt from paying the said Duties, if the Master produces a Certificate as above, &c.

Ships belonging to *Ramsgate*, in the Isle of *Thanet*, shall be exempted from Ditto, <sup>S. 10.</sup> paying to *Dover Harbour*, bringing a Certificate as before, &c.

Every Ship that shall go through the Gates of the Works of the Harbour shall, before she go into the Gates, take down her Sails, so that she may not go sailing in, upon Pain that every Captain of such Ship, so sailing in, shall forfeit to the Wardens and Assistants of the Harbour, *ten Shillings*, for the Use of the Harbour, to be recovered by Action of Debt, &c.

*Continued by 2 Anne, Cap. 7. 4 Geo. I. Cap. 13. and 9 Geo. I. Cap. 30. to the first of May, 1744. Further continued for twenty-one Years by 11 Geo. II. Cap. 7. This Act further continued for 21 Years, by 31 Geo. II.*

## MINEHEAD.

From the 24th of *June, 1701*, for one and twenty Years, there shall be paid <sup>12 Will. III. c. 9. s. 1.</sup> (besides the ancient Acknowledgments accustomed to be paid to *Tregonwell Luttrell*, Esq; and his Ancestors) for Goods imported or exported, into, or out of, the Port of *Minehead*, the Duties following, *viz.* such Sum of Money, not exceeding one Half-penny per Stone for Wool, and one Penny per Stone for Woollen and Bay Yarn imported as the Trustees hereafter appointed shall appoint; each Stone to contain eighteen Pounds, the Duties to be paid by the Person into whose Possession, or by whose Order, the Goods shall be delivered; and the Wool imported shall be weighed at the Town-Hall, according to Custom; and for every Ton of all other Goods there shall be paid *6d. per Ton*, by every Master of a Ship that shall take on board or land any Goods in the Port of *Minehead*.

For every Ship which shall come into the Harbour (the said Port not being Ditto, <sup>S. 4</sup> their discharging Port) there shall be paid by the Master the Tonnage and Keelage following, *viz.* for every Ship using the coasting Trade, of thirty Tons, and not amounting to fifty Tons, *1s.* and of fifty Tons and upwards *2s.* and for every Ship of thirty Tons, and not amounting to fifty, trading to other Parts of *Europe*, or to his Majesty's Plantations in *America*, *2s. 6d.* and of fifty Tons, and upwards *5s.* and for every Ship of thirty Tons, and not amounting to fifty Tons, and trading to any Place in *Asia*, *Africa*, or *America* (other than his Majesty's Plantations,) *5s.* and of fifty Tons *10s.* and the Master paying the said Keelage shall have Allowance for the same, of the Merchants, by Average.

All Money raised by the Duties, and recovered for the Forfeitures, &c. shall Ditto, <sup>S. 3.</sup> be by the Trustees applied to the Building out a new Head, clearing the Beach, and other Works for maintaining the Pier and Harbour, &c.

After the said Term, so long as the Harbour shall be kept up, there shall be Ditto, <sup>S. 11.</sup> paid to the Lord of the Manor of *Minehead*, the Duties following, for Goods imported, for the Maintenance of the new Head and other Works, *viz.* for every twenty Stones of Wool, *1d.* for every twenty Stones of Woollen and Bay Yarn *2d.* for every Ton of Salt *2d.* for every Quarter of Corn *2d.* for every Chaldron of Coals *2d.*

*Continued by 10 Anne, Cap. 24, for sixteen Years, and by 11 Geo. II. Cap. 8. from the 24th of June, 1738, for forty Years.*

## WHITBY.

From the first of *May, 1702*, for nine Years, there shall be paid unto the <sup>1 Anne. Stat. c. 19. s. 1.</sup> Trustees herein named, *viz.* the Lord of the Manor, *Ralph Boys*, and others for re-building the Piers of the Port of *Whitby*, by the Owners of every Ship that shall load Coals at the Port of *Newcastle*, or at *Sunderland*, *Blithe*, *Sutton*, *Stuice*, or any other Member of the said Port, one Farthing per Chaldron, and for all the Coals landed within the Port of *Whitby*, for every Chaldron, Town

Measure, 6*d.* and for every Ton Weight of salt, landed at the Port of *Whitby*, 2*s.* and for every Quarter of Malt, Corn, and Grain, 4*d.* and for all foreign Goods imported in *English* Bottoms, 3*d.* per Ton; and all foreign Bottoms importing such Goods, 6*d.* per Ton; and for all Butter shipped off from *Whitby*, 1*d.* per Firkin; for all dried Fish and Mud Fish, shipped off from *Whitby*, 1*d.* per Score; for all barrelled Fish so shipped off, per Barrel, 3*d.* Every *English* Ship, which shall enter within the Piers, shall pay 1*s.* and for every Top of such ship 4*d.* and all foreign Ships 2*s.* and for every Top of such Ship 4*d.* &c.

<sup>1</sup> Ann. Stat. All Money received by Virtue of this Act shall be employed for the Re-building and Repairing the said Piers, except the Charge of collecting, &c.

<sup>2</sup> C. 19. S. 2. *Ditto*, S. 7. If the Duties shall raise 6000*l.* over and above the Charge of collecting and Interest, the Duty of one Farthing per Chaldron upon Coals shall cease.

*Ditto*, S. 11. All Ships *English* built, and manned according to the Act of Navigation, belonging to *Great Yarmouth*, shall be free from the said Duty of one Farthing per Chaldron; so as the Master of such Ship, or some Mariner on his Behalf, produce a Certificate made upon Oath before the Bailiffs of *Yarmouth*, that such Ship does belong to *Yarmouth*, and that the Inhabitants thereof are Owners of the major Part of such Ship.

Continued until the 1st of *May*, 1723, by 7 *Anne*, and by 7 *Geo. I.* the Duties before granted (except the said Duty of one Farthing per Chaldron) were made perpetual; and by 8 *Geo. II.* it was enacted, that from and after the 1st of *June*, 1735, the said Duty of one Farthing per Chaldron by 1 *Anne*, should be revived for the Term of thirty-one Years, to commence from the 1st of *June*, 1735. And to rebuild or repair the *East* and *West* Piers of the said Harbour, an additional Duty of a Farthing per Chaldron is granted by 23 *Geo. II.* P. 667, to be paid from and after the 1st of *June* 1750, for 31 Years, by all Vessels loading or shipping Coals at the Port of *Newcastle upon Tyne*, or at *Sunderland*, *Blythe*, *Seaton*, *Swice*, *Cullercoats*, or any other Harbour, Colliery, or Place, reputed a Member of the Port of *Newcastle*, &c.

## PARTON.

<sup>4</sup> Ann. C. 18. S. 1. During the Term of eleven Years, there shall be paid unto the Trustees named in the Act, for the Enlarging and Repairing the Pier and Harbour of *Parton* in *Cumberland*, by every Coal Owner that shall put Coals on board any Vessel there, 2*d.* for every 192 Gallons of Coals, within ten Days after such Coals are shipped; and by every Master of every Ship that shall load Coals there 2*d.* for every 192 Gallons; and, after the Expiration of the said eleven Years, one Farthing for every 192 Gallons, to be paid by the Master of the Ship, before each Ship goes out of the Harbour.

*Ditto*, S. 4. All such Money shall be employed for the Enlarging, Repairing, and Cleansing the Harbour, &c.

<sup>21</sup> Geo. I. C. 16. S. 1. The Duties upon Coals granted by 4 *Anne*, Cap. 18. for enlarging the Pier and Harbour of *Parton*, in the County of *Cumberland*, shall be continued from the first of *May*, 1725, for fifteen Years.

*Ditto*, S. 1. The perpetual Duty of one Farthing, granted by the said Act, shall cease; and, in Lieu thereof, every Master of a Ship shall, for fifteen Years, pay one Halfpenny for every 192 Gallons of Coals, which shall be laden on board such Ship within the said Harbour.

There shall be paid for all Goods herein after mentioned, which shall be discharged out of any Ship in the Harbour, coming Coastwise, from the 1st of *May*, 1725, for fifteen Years, the Duties following, viz. for every Hogthead of Tobacco 3*d.* for every Hogthead of Sugar 6*d.* for every Ton of Wine or exciseable Liquors 2*s.* for every Ton of Hemp or Flax 1*s.* 6*d.* for every Hundred of Deals 8*d.* for every Last of Pitch or Tar 8*d.* for every Ton of Iron 1*s.* for every Ton of Raft or other Timber 4*d.* for every Barrel of Herrings 1*d.* for every Pack of Linen, containing two Hundred Weight, 1*s.* which Duties shall be paid by the Merchant into whose Custody the Goods shall be delivered.

Every

Every Master of any Ship shall pay for such Ship, upon her Arrival in the Har-<sup>11 Geo. I. C.</sup> bour from any Port of her Discharge in *Europe*, other than the Kingdoms of <sup>16. S. 5.</sup> *Great-Britain* and *Ireland*, and the *Isle of Man*, 4*d.* per Ton; and for every Ship, upon her Arrival from the Port of her last Discharge in *Afia*, *Africa*, or *America*, 8*d.* per Ton, to be admeasured as described in 5 *Will.* and *Mar.* Cap. 20. and 8 *Anne*, Cap. 12. Sect. 4. Provided, that for every Ship which shall come in for Security, and not for their Discharge, there shall be paid one Fourth of the Ton- nage, and no more.

After the Termination of the said fifteen Years, one third Part of the Duties Dute, S. 6. shall for ever continue for the perpetual repairing of the Harbour.

The Duties granted by the Act of 11 *Geo. I.* Cap. 16. shall be continued for 5 *Geo. II. C.* the further Term of twenty-one Years, for enlarging the Harbour of *Parton* in <sup>13. S. 1.</sup> *Cumberland*.

If the Purposes are fully answered, &c. before the Expiration of the said Term, Dute, S. 2. the Duties shall cease; and the Duty of a Half-penny for every 192 Gallons of Coals exported from the said Harbour, and one third Part of the Duty on Ton- nage of Ships (which, by the Act of 11 *Geo. I.* Cap. 16. are made perpetual) shall commence.

## CATWATER.

*Benjamin Joules*, his Executors, &c. shall clear the Harbour of *Catwater* near <sup>8 *Anne*. C. 8.</sup> *Plymouth* and *Sutton Poole* in *Plymouth*, and reduce the Shoals so, that any <sup>S. 1.</sup> fourth Rate Ship may safely go in and out, over any Part of them, at half Flood or Ebb; and after the Removal of the Shoals, he shall keep the Water to the same Depth, &c.

And after the 25th of *March*, 1710, the said *Benjamin Joules* shall have the <sup>Dute, S. 4:</sup> sole Ballasting and Unballasting of Ships belonging to her Majesty, and all other Ships in *Plymouth Sound*, *Hammoaze*, *Catwater*, and *Sutton Poole*, or within the Road between *St. Nicholas Island*, and the main Land; and every Master, &c. <sup>Dute, S. 5:</sup> belonging to any Ship that shall come into the said Harbours or Road, and deliver or receive Ballast, shall deliver and receive the same to, and from the said *Benjamin Joules*, under Pain of forfeiting 5*l.* &c. to hold and enjoy the said sole Liberty of Ballasting, &c. unto the said *Benjamin Joules*, his Executors, &c. for seventy-one Years.

The said *Benjamin Joules* shall be bound to furnish all Ships with Ballast; and shall ballast and unballast the same upon such Terms as are herein-mentioned, viz. the Ships of her Majesty at 9*d.* per Ton; all Ships of the Inhabitants of *Plymouth* or *Salisbury*, at 9*d.* per Ton; all other Ships of her Majesty's Dominions, at 10*d.* per Ton, and all foreign Ships at 12*d.* per Ton.

## LIVERPOOL.

The Mayor, &c. and Common-Council of *Liverpool*, shall have Power to <sup>8 *Anne*. C. 12.</sup> make a wet Dock or Basin, with Wharfs, Sluices, and Canals, upon the Ground <sup>S. 2.</sup> set a part for that Purpose.

There shall, from the 24th of *June*, 1710, for one and twenty Years, be <sup>Dute, S. 3.</sup> paid unto the said Mayor, &c. for every Vessel (Ships in her Majesty's Service excepted) coming into or out of the said Port, with any Merchandise (the Limits whereof are as far as a Place in *Hoyle Lake*, called the *Red-Stones*, and from thence all over the River *Mersey* to *Warrington* and *Frodsham* Bridges) by the Masters of such Ships, the Duties herein after described, viz. for every Ship trading between the Port and *St. David's Head* or *Carlisle*, for every Ton 2*d.* For every Ship trading between *St. David's Head* and the *Land's End*, or beyond *Carlisle* to the *Shetlands*, or the *Isle of Man*, for every Ton 3*d.* For every Ship trading to *Ireland*, for every Ton, 4*d.* For every Ship trading to *Norway*, *Denmark*, *Holstein*, *Holland*, *Hamburg*, *Flanders*, or any Part of *France*, without the Straits of *Gibraltar*, or *Jersey*, or *Guernsey*, for every Ton 8*d.* For every Ship trading to *Newfoundland*, *Greenland*, *Russia*, and within the *Baltick*, *Portugal* and *Spain*, without the *Straits*, *Canaries*, *Madeiras*, *Western Islands*, *Azores*, for every



every Ton 12*d.* Such Duties to be paid at the Time of such Ship's Discharge at the Custom-house, so as no Ship shall be liable to pay the Duty but on going the same Voyage both out and home.

8 Ann. C. All Ships liable to the Payment of the Duties shall be measured, by taking the Length of the Keel as she treads on the Ground, and the Breadth to be taken within board by the Midship Beam, from Plank to Plank; and half that Breadth for the Depth, then multiply the Length by the Breadth, and the Product by the Depth, and divide by 94.

Ditto, S. 14. After the said Term of 21 Years, there shall be paid to the Mayor, &c. one fourth Part of the Duties before-mentioned, &c.

Ditto, S. 16. Nothing in this Act shall charge any Ship which shall be forced into the Harbour, and shall unlade in order to repair and relade: nor to charge any Ship which shall fell in the Harbour any Part of her Lading, only in order to refit or victual.

Ditto, S. 17. This Act shall not charge any Ship belonging to, or bound to or from the Port of *Chester*, in Case such Ship shall neither load nor discharge within the Limits of the Port of *Liverpool*.

11 Geo. II. C. The Act of 8 Anne, Cap. 12. for making a Dock at *Liverpool*, and an Act 3 Geo. I. (*not printed*) whereby the Duties were further continued for fourteen Years, are further continued for 31 Years.

Ditto, S. 10. Every Ship trading from *Liverpool* to *Gottenburgh*, or any other Place in *Sweden* without the *Baltick*, shall be charged with the Duty of 8*d.* per Ton.

Ditto, S. 11. After the said Term of 31 Years, so long as the Dock and other Works shall be kept in Repair, there shall be paid to the Mayor, &c. and their Successors, one Fourth of the Duties before-mentioned.

#### DOVER and RYE.

7 Geo. I. C. No new Walls or Stops shall be set up that may hinder the Flux and Reflux of the Sea between the Mouth of the Harbour of *Rye* in *Suffex*, bounded by two Points called the *Camber* and *Castle Point*, *New Shut*, near *Craven Sluice* in *Suffex* and *Kent*, &c.

9 Geo. I. C. The Duty of 3*d.* per Ton, granted by 11 Will. III. Cap. 5. shall be appropriated for the Benefit of the Harbours of *Dover* and *Rye* in Manner following, viz. One Third thereof shall be paid to the Treasurer for *Dover* Harbour, and the other two Thirds to the Treasurer for the Harbour of *Rye*.

10 Geo. I. C. The Powers given by the Act 9 Geo. I. Cap. 30. for restoring the Port of *Rye*, are transferred to the Warden of the Cinque Ports, the Mayor and Jurats of *Rye*, &c.

Continued for 21 Years by 11 Geo. II. Cap. 7. Sect. 1. One Moiety of the Duties continued for 21 Years by 31 Geo. II.

#### WATCHETT.

7 Geo. I. C. The Duties by the private Act, 6 Anne, for Repairing the Harbour and Key of Watchett, in the County of *Somerset*, granted for 21 Years, from the 25th of March, 1708, shall, after the Expiration of the said Term, be paid for the further Term of 21 Years.

Ditto, S. 2. Nothing herein shall discontinue the Payment of the Duties by the said Act, 6 Anne, made payable for the constant Reparation of the Key or Harbour, after the Expiration of the 21 Years.

#### BRIDPORT.

8 Geo. I. C. That the Havens and Piers of *Bridport*, in the County of *Dorset*, may be rebuilt, and Sluices made, with convenient Wharfs, the Bailiffs and capital Burgessees of *Bridport* shall be Trustees for the said Purposes; and at *Bridport* Mouth, being an open Piece of Land, lying between the *East* and *West* Cliffs, and from the Sea Northward as far as *Irepool*, on which Ground the ancient Harbour was, may lay out the new intended Harbour and Piers, and the Sluices, Wharfs, and Landing Places, and the Ways to the Harbour.

There

There shall be paid to the Collector, to be appointed as herein after mentioned, for every Weigh of Salt, for every Last of Wheat, Rye, Barley, Malt, or other Grain, for every Chaldron, Winchester Measure, of Coals and Culm, and for every Ton of other Goods, discharged out of any Ship in the said Haven, or which shall be exported from thence, 1s. to be paid before the same be landed; and there also shall be paid for every Ship, of the Burden of ten Tons or upwards, which shall come into the said Haven, 2d. for every Ton such Ship, &c. shall contain; which Duties shall be paid by the Master, &c.

When the Harbours and Piers shall be rebuilt, and the Monies expended thereon reimbursed, the Duties shall cease; and from thenceforth there shall be paid to the Collectors for every Weigh of Salt, for every Last of Wheat, Rye, Barley, Malt, and other Grain, and for every Chaldron of Coals and Culm, Winchester Measure, and for every Ton of other Goods discharged in the said Haven, or exported, 6d. and for every Ship, &c. which shall come into the Haven, 1d. per Ton and no more.

## Y A R M O U T H.

After the 25th of March, 1723, for 21 Years, and to the End of the next Session of Parliament, there shall be paid by every Master of a Ship which shall unlade within the Haven of Great Yarmouth, or in Yarmouth Road, extending from the South Part of Scratby in Norfolk to the North Part of Corton in Suffolk, at the Time of unlading, for the Goods following, viz. for every Chaldron of Coals, Winchester Measure, Last of Wheat, Rye, Barley, Malt, or other Grain, for every Weigh of Salt, and Ton of other Goods (Fifh excepted) such Sums, not exceeding 12d. as the Mayor, Aldermen, Burgesses, and Commonalty of Great Yarmouth, in Common-Council assembled, shall appoint; to be applied as follows, viz. Part of the said Duties not exceeding 6d. towards clearing and improving the Haven, Piers, and Jettees; and 3d. other Part of the said Monies shall yearly, on the 24th of June, be divided in Manner following, viz. One Penny Halfpenny to the Chamberlain of Norwich to be applied towards clearing the Channel of the River Yare, between the two Mills in Norwich and Hardly Croft, &c. and one Halfpenny, other Part of the said 3d. to such Persons as shall be yearly named by the Justices at their Quarter Sessions at Norwich, for the County of Norfolk, to be applied towards clearing the River Bure, called the North River, and for such other Purposes as the Justices shall appoint; and one Halfpenny, other Part of the said 3d. to such Person as shall be yearly named by the Justices at their Quarter Sessions at Beccles, for the County of Suffolk, to be applied towards clearing of the River Waveny, and for such other Purposes as the said Justices shall order; and one Halfpenny, Residue of the said 3d. to such Persons as the Mayor, &c. of Yarmouth shall appoint, to be applied towards repairing the Bridge and the publick Keys belonging to the Corporation, &c. And the further Sum of 3d. or so much thereof as shall be by the twelve Commissioners, to be appointed as herein after is directed, or any seven of them, thought necessary, shall be raised by the Mayor, &c. of Yarmouth, and shall first be applied towards clearing the Channel of that Part of the River Yare, leading from Yarmouth to Norwich, called Braydon, as any seven of the Commissioners shall direct at their Meeting at Yarmouth, &c.

The last mentioned 3d. shall not be raised but when Notice in Writing, signed by seven of the Commissioners, shall be given to the Mayor of Yarmouth, that it is necessary to raise the said Sum, or some Part thereof, and for what Purposes; and then such Sum shall be raised, provided that the Justices for Norfolk, at their Quarter Sessions, yearly, out of the Monies payable for the River Bure, may allot Part thereof for the clearing that Branch of the River which leads from St. Bennet's Abbey to Dilham, in Norfolk.

On the Exportation of Goods, which have paid the Sums hereby charged on the Importation, the Collector (Proof in Writing on Oath being first made of the Payment of the Duties, which Oath he may administer) shall repay the Exporter the Money paid on the Importation.

The

- 9 Geo. I. C. The Mayor of *Yarmouth* may yearly appoint Watchers or Clappermen, to  
 10. S. 13. watch on the Keys nightly, from the 1st of *November* to the 1st of *March*.  
 Ditto, S. 14. There shall be paid by the Master of any Ship which shall lie in the Haven,  
 from the South End of the *Ballast Key* upwards, the Space of one Month between  
 the 1st of *November* and the 1st of *March*, any Sum not exceeding one Halfpenny  
*per Ton* of the Burthen, as the Mayor shall, for the Charges of such Watching,  
 yearly appoint.  
 Ditto, S. 15. Every Master, &c. of a Ship, which shall winter in the Haven, who shall  
 suffer any Fire or lighted Candle to bein any Ship lying from the South End of  
 the *Ballast Key* upwards (Ships which shall have Officers boarded on them by  
 the Direction of the superior Officers of the Customs or Excise, belonging to the  
 said Town, only excepted) shall forfeit, for every such Fire or lighted Candle,  
 10s. &c.  
 20 Geo. II.  
 P. 872. The Haven and Piers of *Great Yarmouth* being in a bad Condition, and falling  
 into an irreparable Decay, if not timely prevented, it is therefore enacted, that  
 from and after the 24th of *June*, 1747, the several Duties, which by 9 Geo. I.  
 were granted for clearing and improving, &c. the Haven and Piers belonging to  
 the said Town of *Great Yarmouth*, and for deepthning the Channel of *Braydon*,  
 and for making the Rivers *Yare*, *Waveny* and *Bure*, more navigable, and for  
 repairing the Bridge and publick Keys of the said Town, and also for preserving  
 Ships wintering in the Haven there, shall be reviewed and paid for the Term of  
 P. 875. two Years, and from thence to the End of the then next Session of Parliament,  
 in such Manner, by such Persons, and with such Exceptions, Allowances, and  
 Drawbacks, as are mentioned in the before recited Act, &c.  
 23 Geo. II.  
 P. 189. The Provision made in the preceding Act, not having been found sufficient to  
 answer the Purposes intended thereby, for repairing the Piers, clearing and  
 deepthning the Haven of *Great Yarmouth*, &c. it is enacted that from the 25th  
 of *March*, 1750, the Duties payable by Virtue of the foregoing Act of 20 Geo. II.  
 shall cease: and, in lieu thereof, there shall be paid for twenty-one Years, and  
 from thence to the End of the then next Session of Parliament, by every Master  
 of any Ship or Vessel which shall import or unlade within the Haven of *Great*  
*Yarmouth*, or in *Yarmouth Road*, near adjoining to the said Borough, extending  
 from the South Part of the Town of *Scrathby*, in the County of *Norfolk*, to the  
 North Part of the Town of *Corton*, in the County of *Suffolk*; for every Chaldron  
 of Coals, *Winchester* Measure, Last of Wheat, Rye, Barley, Malt, or other  
 Grain; and for every Weigh of Salt; and for every Ton of all other Goods or  
 Merchandizes (Fifth only excepted) the respective Sums following, viz. for the  
 Term of seven Years, or such other less Term as twelve Commissioners, or seven  
 of them (five being Commissioners for the County of *Norfolk*, *Suffolk*, and the  
 City of *Norwich*) shall order, a Sum not exceeding 1s. 6d. And after the Ex-  
 piration of the said, or other less Term of Years, during the Remainder of the  
 Term of twenty-one Years, and from thence to the End of the then next Session  
 of Parliament, the Sum of 10d. or such other greater Sum as the Commissioners  
 as aforesaid shall order, not exceeding the Sum of 12d.  
 P. 193. The Sum of 3d. Part of the Duties granted by this Act shall every Year be  
 divided, and paid upon the first *Tuesday* in *June*, by the Chamberlains, &c. of  
*Great Yarmouth*, in the Manner and Proportions following, viz. 1d. 2q. unto  
 the Chamberlain of the City of *Norwich*, &c. to be applied towards clearing and  
 deepthning that Part of the Channel of the River of *Wenson*, commonly called  
*Yare*, which lies between the new Mills in *Norwich* and *Hardly Croft*; and  
 for preventing Filth and Mud from falling therein, and for didelling and cleanting  
 the River in such Manner, as the said Corporation shall direct, &c. and the Sum  
 of 2q. to be applied towards clearing and deepthning the River *Bure* commonly  
 called the *North River*, and all those Branches thereof which lead from  
*St. Bennet's Abbey* to *Dilbam*, and from *Bastwick-Bridge* to *Hickling*, in the County  
 P. 194. of *Norfolk*, in such Manner as the Justices shall direct, &c. and the Sum of 2q.  
 to be applied towards clearing and deepthning the River *Waveny*, in such  
 Manner as the Justices shall direct, &c. and the Sum of 2q. Residue of the said  
 3d. to be applied towards repairing the Bridge and publick Keys belonging to  
 the said Borough of *Great Yarmouth*, &c.

The Sum of 3*d.* other Part of the Duties is to be divided and paid in the Manner following *viz.* the Sum of 2*q.* to be applied towards the further clearing and deepening the River *Bure*, commonly called the *North River*, and the Branches thereof, which lead from *St. Bennet's Abbey* to *Dilham*, &c. and the Sum of 2*d.* 2*q.* Residue of the said 3*d.* to be applied towards the effectual clearing and deepening of that Part of the River *Tare* leading from *Yarmouth* to *Norwich*, called *Braydon*, &c. 21 Geo. II.  
P. 193.

The last mentioned Sum of 3*d.* is not to be raised, unless Notice in Writing, &c. be given to the Mayor of *Great Yarmouth*, &c.

The last mentioned 3*d.* when raised, is to be annually accounted for, &c. and the Overplus (if any) of the said 2*d.* 2*q.* Part of the said 3*d.* is to be applied in clearing and deepening the *North River*, and its Branches, &c. and the Overplus (if any) of the 2*d.* 2*q.* Residue of the said 3*d.* is to remain in the Hands of such Person as the Corporation of *Great Yarmouth* in Common Council shall appoint, to be applied in clearing and deepening the Channel of *Braydon*, in such Manner as the Commissioners shall think fit. P. 196.

During the Term of seven Years, the Sum of 4*d.* other Part of the Duties is to be applied in clearing and deepening the Haven, and repairing the Piers and Jettee, and all the Capsterns, Cables, and Ropes belonging thereto, &c.

If in any Year, during the said Term of seven Years, the said Sum of 4*d.* shall not be sufficient for clearing and deepening the Haven and repairing the Piers and Jettee, seven or more of the Commissioners, &c. upon Application of the Corporation of *Great Yarmouth*, &c. are empowered to direct such further Part of the Residue of the Duties, as they shall think necessary to be applied, with the said 4*d.* towards the said Purposes, and for no other Use.

No Part of the said Sum of 4*d.* is to be applied in erecting any new Works in the Haven, or in pulling down any Parts of the Piers and Jettee.

The said Sum of 4*d.* and such further Sums (if any) as the Commissioners shall direct, to be applied as aforesaid, are to be annually accounted for, &c. and the Overplus (if any) is to be applied in amending and improving the Haven and Piers; &c. P. 197.

During the said Term of seven Years, or other less Term, the Sum of 8*d.* or such Part thereof, as shall not have been disposed of by the Commissioners, in Manner before directed, Residue of the Duties, is to be applied in improving and extending the Haven and Piers, and in erecting new Works, as the Commissioners as aforesaid shall direct, according to the Provisions herein after mentioned.

Seven or more Commissioners, &c. at their first, or some subsequent Meeting, at *Great Yarmouth*, are to direct such Works to be undertaken, as, with the Advice of some skilful Engineer or Engineers, they shall think necessary for improving and extending the Haven and Piers, &c. P. 198.

During the Term of seven Years, or other less Term, the Chamberlains of *Great Yarmouth*, &c. are to pay the Money arising by the said Sum of 8*d.* to such Persons as the Commissioners shall direct.

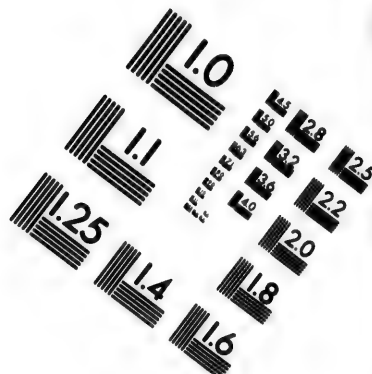
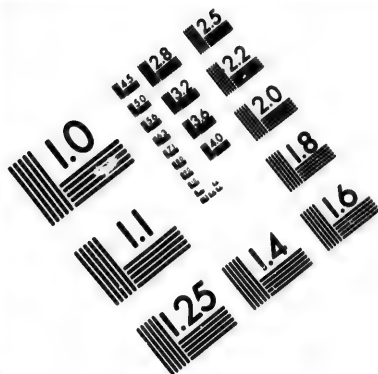
The Surplus (if any) of the said Sum of 8*d.* is to be applied in completing such new Works, as the Commissioners shall direct.

If at any Time, before the Expiration of the said Term of seven Years, the Commissioners shall signify to the Mayor, &c. that, in their Opinion, the Work is completed, and the Haven and Piers effectually improved and extended, then the Payment of the Sum of 8*d.* is to cease, except in the Case herein after excepted. P. 200.

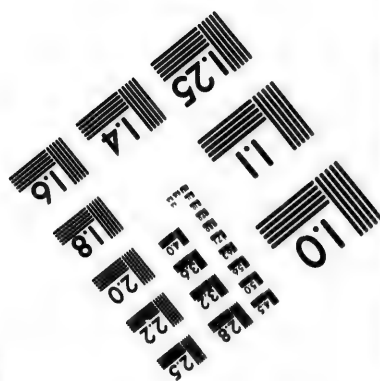
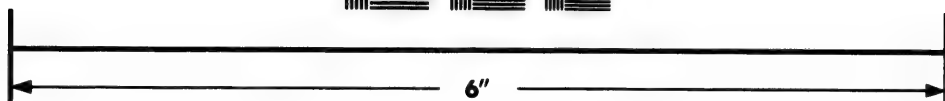
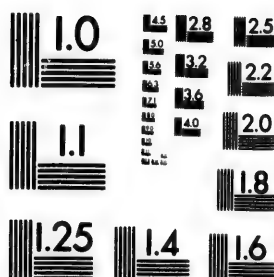
After the Expiration of the said Term of seven Years, or sooner determination of the Payment of the said Sum of 8*d.* the Sum of 4*d.* Part of the remaining Duty is to be applied, during the Remainder of the Term of twenty-one Years, and from thence to the End of the then next Session of Parliament, in clearing and deepening the Haven, and keeping in Repair the Piers and Jettee, in such Manner as the Corporation of *Great Yarmouth* in Common Council shall direct.

If in any Year, during the Remainder of the said Term of twenty-one Years, &c. it shall appear to seven or more of the Commissioners, &c. that the said Sum of 4*d.* directed to be applied in clearing and deepening the Haven, and keeping P. 201.





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keeping the Piers and Jettee in Repair, will not be sufficient for those Purposes, they may direct a further Sum, not exceeding 2*d.* to be raised until their next annual Meeting, to be applied by the Corporation of *Great Yarmouth*, in repairing and improving the Haven, &c. in such Manner as the Commissioners shall judge necessary, &c.

The said further Sum of 2*d.* or any Part thereof, is not to be raised unless Notice that the same is necessary, &c. be first given to the Mayor, &c.

The Collectors and Receivers may, at all seasonable Times, enter into any Vessel, within the Haven or Road, in Order to see what Goods shall be on board, before the unlading thereof; and, if the Duties shall not be paid by the Master upon the unlading, they may, by Warrant from the Mayor, or Deputy-Mayor of *Great Yarmouth*, distrain the Vessel, her Apparel, and Furniture, and, after ten Days, sell the same, rendering the Overplus upon Demand, after deducting the Duties and all Charges.

Such Fish-Oil, or Fish Livers, as shall be obtained in any fishing Voyage, and such Remainder of Salt, Bread, Beer, and other Provisions, as shall be taken into any Vessel for accomplishing a fishing Voyage, or into any Vessel for the Maintenance of the Ship's Crew, upon a Voyage to be made with such Vessel, and not spent therein, are exempted from the said Duties.

On the Re-exportation of all Coals and other Goods, for which the Duties of this Act, on the Importation, shall have been paid, any Collector or Receiver of the Duties (upon Proof made before him in Writing, upon Oath, of the Payment of the said Duties, and which Oath he is to administer) is to repay, out of the Monies in his Hands, &c. all such Duties to the Re-exporter, as shall have been paid on the Importation.

23 Geo. II.  
P. 207.  
P. 209.

From and after the 25th of *March*, 1750, no Vessel is to lie, or be moored, with her Side towards the Key, longer than one Tide, unless upon some unavoidable Occasion: And the Mayor, or Deputy-Mayor, is to take such Order therein, as he shall think reasonable; and, if any Master shall refuse to obey such Order, for altering the Situation of his Ship, and laying her Head towards the Key, he is to forfeit 4*os.* &c.

#### M A R G A T E.

11 Geo. I. C.  
3. S. 1.  
Ditto, S. 6.

The Droits called Poundage and Lastage, and other Duties, shall be continued for the Maintenance of the Pier and Harbour of *Margate*.

It shall be lawful for the Pier-Wardens and Collectors, to go on board any Vessel belonging to *Margate*, making Use of, or being within the Harbour, and to take Account what Duty is payable for any Goods on board; and, in Case of Non-Payment, to distrain such Goods, and also the Tackle of the Vessel: And, in Case of Neglect of Payment by the Space of ten Days, they may sell the Goods to satisfy as well the Duty as their Charges, &c.

Ditto, S. 8.

The Money shall be laid out in repairing the Pier and Harbour.

#### S U N D E R L A N D.

11 Geo. I. C.  
6 S. 1.

The Commissioners appointed to put in Execution the private Act 3 Geo. I. for the Preservation and Improvement of the River Wear and Port and Haven of *Sunderland*, in the County of *Durham*, or any seven of them, (whereof the Chairman to be one) are impowered, at any publick Meeting, to grant or charge the Duties by that Act granted, as a Security for 3500*l.* by them already borrowed, or for any further Sum to be borrowed for the Purpose in the said Act.

Ditto, S. 8

The Commissioners shall have Power to finish the Pier already begun, and also to erect Piers and other Works, for the Preservation and Improvement of the Haven, &c.

20 Geo. II.  
P. 479.

The Preamble sets forth, that the Town of *Sunderland*, near the Sea, situate on the River *Wear*, in the County of *Durham*, is well inhabited by rich and able Merchants and Tradefmen, having a Port capable of containing many Hundred Ships at one Time, &c. and that by an Act of 3 Geo. I. intitled, *An Act for the Preservation and Improvement of the River Wear, and Port and Haven of Sunderland in the County of Durham*, certain Persons therein named, were

P. 480.

were appointed Commissioners of the said River and Haven, and Duties granted for the effectual cleansing and preserving thereof, for the Term of twenty-one Years; and that by another Act of 13 Geo. I. for the more effectual Preservation and Improvement of the River Wear, &c. divers additional Powers were granted to the said Commissioner, who in Pursuance of the Execution thereof, before the Expiration of the Term limited, erected, at a great Charge, a Pier and a Key near the Mouth of the River on the South Side, and did other beneficial Acts for the Opening and Improving of the said River, &c. and, in Order to have more effectually cleansed and preserved the same, the Commissioners proposed to have lengthened the said Pier, and to have built other Works on the North Side of the River, but the Money arising from the Duties not being sufficient to perform such additional Works, &c. It is enacted, that the Right Reverend the Bishop of Durham, the Right Honourable Thomas, Earl of Scarborough, &c. shall be Commissioners of the said River, Port, and Haven, within the Limits herein-after set forth, and shall be so called for the Purposes herein mentioned, for the Term of twenty one Years, to commence from the 24th of June, 1747.

20 Geo. II.  
P. 481.  
P. 482.

The Commissioners, or seven of them, may purchase and take Leases of any Lands near the said River, for the erecting Piers or other Works, &c. and employ Workmen, Keels, &c. to remove any Rocks, Gravel, &c. below High-Water Marks, &c. provided that thereby they do not damage the Lands, Quarries, Keys, Straits, Wharfs, or Beacons, of any Person whatsoever, &c.

The Commissioners, or seven of them, may at all Times hereafter survey the said River so far as to the New Bridge, and no farther; (to which Place they may make and keep it navigable for the said Term of 21 Years) and also the Port, Haven, and Harbour of Sunderland, as far as the same extends from Souter Point, about two Miles from the Bar of Sunderland, towards the North East, and so into the Sea to five Fathoms at Low-Water, and from thence in a supposed direct Line, till it falls opposite to that Land called Rybop Dean, about two Miles towards the South, and the Impediments and Annoyances, &c. therein, and may hear and determine all such Abuses, Differences, and Things, as concern the same, &c.

P. 490.

The Commissioners, before the 24th of June, 1759, shall remove all Sands, Shoals, and other Obstructions, between Biddisford and Newbridge, and shall effectually make the said River navigable, to carry Boats, Keels, and Vessels of the Burden now used upon the said River; and shall, from Time to Time, keep it so navigable, between the said two Places, for the Residue of the said Term of 21 Years.

P. 491.

From the 24th of June, 1747, for the Term of 21 Years, and from thence to the End of the then next Session of Parliament, every Coal-Owner, for the Time being, and their Fitters, and Coal Factors, shall severally pay for all Coals and Cinders brought to the said River, and delivered from the Staith, aboard any Ship or other Vessel, the Sums following, viz.

P. 493.

The Coal-Owners respectively, any Sum not exceeding 2d. 2q. for every Chaldron of Coals or Cinders, during the said Term of 21 Years, brought for them to the River, and delivered as aforesaid; and so in Proportion for any greater or less Quantity.

And the Fitters or Coal-Factors respectively, any Sum not exceeding 2q. during the said Term, for every Chaldron of Coals or Cinders, brought and delivered as aforesaid, to be applied as herein-after directed.

The Commissioners, or seven of them, (whereof the Chairman for the Time being to be one) at any publick Meeting by Writing under their Hands and Seals, (without any Stamp thereon) may assign over, &c. the Duties, or any Part thereof (the Charge of making such Assignment to be paid out of the Duties) for all, or any Part of the Term for which they are granted, as a Security for any Sum to be borrowed for the Purposes herein mentioned, to such Person or Persons, or their Trustees, who shall lend the same, with Interest not exceeding 5l. per Centum per Annum; out of which Monies, &c. shall be paid, in the first Place, the Charges of obtaining and endeavouring to procure this Act.

P. 559.

Cinders to be burnt from Coals, subject to the Duties before-mentioned, shall not pay the Duties payable for Cinders, on their being put on board any Ship or other

other

20 Geo. II.  
P. 500.

other Vessel, in Order to their being exported or water-borne to any other Place; and no Duty shall be paid for any Coals or Cinders that shall be lost in any Keel or Boat sunk in the said River, &c. or within five Fathoms, at Low-Water, beyond the Bar of the River; or for any Coals used in making Salt, and Glass, Glass Bottles, Vitriol, and burning Lime-stones into Lime, within the Limits of the said River, &c. so as the Owners and Consumers thereof (being required) by the Oath of themselves, or any other Person, to the Satisfaction of the Commissioners, &c. prove that such Cinders, so exempted, were burnt from Coals, for which Duties, as aforesaid, had been paid; or that such Coals or Cinders, so exempted, were lost, as aforesaid; or that the Coals, so exempted, had been used in making Salt, &c. within the said River, Port, or Haven. And if any Staithmen, &c. (summoned to appear and to be examined on Oath, touching the Quantities of Coals and Cinders by them delivered, from Time to Time, on board) shall not appear, or refuse to be examined on Oath, they shall be charged such Sums, &c.

All Duties, Fines, and Sums of Money, to be levied by this Act, not otherwise directed to be applied, shall be paid to such Persons as the Commissioners shall appoint; and such Money, or so much as shall not be applied towards Payment of the Charges of procuring this Act, and of the Principal and Interest of the Money borrowed, and the Expence of putting this Act in Execution, shall be employed in lengthening the present Pier, and in purchasing or procuring Leases of Grounds, as aforesaid, to build any other Piers, Keys, Walls, or Jettees on, and in erecting the same, and in doing such other Works for the Improvement of, and the deepening, cleansing, and preserving the said River, &c. as the Commissioners, &c. shall from Time to Time direct.

P. 503.

If by the Building of any Pier, or other Works, and the different Direction thereby given to the Sea and Tide flowing into the River, &c. the Keys and Grounds of any Person shall be beat down, overflowed, or otherwise damaged, the Commissioners, &c. out of the Monies arising by this Act, shall cause such Keys to be repaired, or rebuilt, and the Land to be effectually secured against such Sea and Tide, within twelve Months after any such Accident; and shall likewise cause to be paid to the Proprietors of Lands and Grounds, or to such other Persons as shall make Proof of any Damages done by them, in the Execution of this Act, such Sums as shall be assessed by a Jury, &c.

#### NEW HAVEN.

4 Geo. II.  
C. 17. S. 11.

That the Haven and Pier of *Newhaven* in *Suffex* may be rebuilt, *John Alford*, Esq. and others are constituted Commissioners; and it shall be lawful for them to lay out the said Harbour and Pier.

Ditto, S. 2.

There shall be paid the Sums of Money following, *viz.* For every Chaldron of Coals, Grindstone, and other Goods, paying Duty by the Chaldron, exported or imported, in the said Haven, 1*s.* For every Ton of Coals, paying Duty by the Ton, Salt, Plaster of *Paris*, Tarris, Tobacco-pipe Clay, Stone, and Marble Blocks, Lead, Iron, or other Goods, paying Duty or Freight by the Ton, 1*s.* For every Load of Timber, Wainscot Boards, Trenels, and all other converted Timber, 1*s.* For every Load of Tan or Bark, 2*s.* For every Hundred of single Deals, Spears, Ufers, Pipe, Hoghead, and Barrel Staves, 1*s.* For every Hundred of double Deals, 2*s.* and of 3 Inch Deals, 3*s.* For every Quarter of Wheat, Peas, Tares, Beans, and all heavy Seeds, 3*d.* For every Quarter of Barley, Malt, Oats, Saint-Foin, and light Grains, 2*d.* For every Hoghead of Wine, and other Liquids, 6*d.* For every Hoghead of Sugar, Tobacco, and dry Goods, 9*d.* and for every Tierce thereof, 9*d.* For every Barrel of Pitch, Tar, Groceries, and all other Goods in Barrels, 4*d.* For every Bundle, Bale, and Chest of Hemp, Lincens, Woollens, Glass, Fruits, Earthen Ware, not exceeding three Hundred Weight, 3*d.* For every Hundred Weight of Allum, Cheese, Tallow, Colours, Shot, Nails, Chains, and Wrought-Iron, Brasiers' and Pewterers' Wares, and all other Goods paying Duty or Freight *per* Hundred Weight, 1*d.* For every Grofs of Bottles, 3*d.* For every Hundred Feet of paving Stones, or

paving Marble, 2s. For every Thousand of Tiles, Bricks, and Clinkers, 1s. For every Ship (fishing Vessels excepted) that comes to load or unload, 2d. *per* Ton, according to their light Bills; For every Vessel that comes in, and neither loads nor unloads, 2s. each, from twelve to fifty Tons, and if above fifty Tons, 4s. For all Goods not enumerated, one twelfth Part of the usual Freight from London to *Newhaven*.

Which Duties shall be paid by the Person who ships or receives Goods, the Master to pay the Tonnage of the Ship; and no Officers of Customs of the Port of *Lewes* shall take Entries, or make out Cockets, for shipping or discharging Goods, or for clearing any Ships, until the Duties be paid, or Security given; or shall permit any Ship to go out of the Haven, until the Master produces a Receipt for the Duties aforesaid.

The Collectors may go aboard and distrain for Non-payment, and, in Case of Ditto, 4s. Neglect for ten Days, may sell Ship and Furniture.

When the Justices, at their Quarter Sessions for *Sussex*, shall certify, that the Ditto, s. 6. Commissioners are reimbursed, one Half of the Duties shall cease, and the other Half shall continue, for keeping the Haven, Pier, and Sluices in Repair.

## ILFORD COMBE.

The several Duties following shall be paid to Sir *Bouchier Wray*, his Heirs and Assigns, Lords of the Manor of *Ilfordcombe*, in the County of *Devon*; (the greatest Part of which Acknowledgements were anciently paid to the Lords of the Manor, *viz.*

For Woollen, and Bay Yarn, and Flocks, 2d. *per* Stone, each to contain Ditto, s. 2. 18lb. and for every Ton of other Goods, imported or exported out of the said Port 8d.

For every Ship which shall come into the said Harbour (the same not being Ditto, s. 3. their discharging Port) the Keelage following, *viz.* For every Ship using the Coasting Trade, belonging to the said Port, 6d. For every Ship not belonging to the said Port, using the Coasting Trade, 1s. 6d. For every other Ship coming from his Majesty's Plantations, or bound thither, 2s. 6d. the Master paying the said Duty of Keelage, shall have Allowance of the Merchant by Way of Average; For every Ship that pays Keelage, there shall be paid by the Master 6d. for each Top which such Vessel beareth; and for the Keelage of every Boat belonging to any other Port or Place, 4d.

For the Support of the Light-house (which Light shall be set up at *Michaelmas*, and continue till the 1st of *March*, in every Year) there shall be paid, during such Season, by every Ship belonging to the said Port, 6d. and by every other Ship 1s.

And for laying up, or leasing of Ships in the Harbour, and to the Fishery, Ditto, s. 5. there shall be paid the Duties following, *viz.* For every Ship belonging to the Harbour 4s. 4d. For every other Ship 6s. 8d. For every Boat employed in the Herring Fishery, 4s. 4d. And for every Boat fishing for Mackrel, for the Season 4s. 4d. And for every Barrel of Herrings 4d. And for every Horse-Load of Goods imported and exported 3d.

For the keeping of a Taw-Boat there shall be paid such Duties, and such Ditto, s. 6. Orders observed, as follows: First, the Owner of such Taw-Boat shall have for going to any Ship, three Shares; and the Owner of the Boat and Company shall have one Third of every Pilot Ship; the Owner of such Port to have his Part, whether the Pilot be shipped within the Harbour or without; and the Keeper of such Boat shall have one Man's Share; and no Boat shall serve, but such Taw-Boat only, which is to attend the Place; and, if any other Boat shall serve, the Owner of such Boat shall forfeit 6s. 8d. unless upon Extremity of Weather, then the Owner of the Taw-Boats shall appoint other Boats to assist him; and the Owner of such Taw-Boat shall have from every such special Boat, one Share; and the Keeper of the Taw-Boat shall attend, and keep the Boat and Warp always in Readiness.

- <sup>4</sup> Geo. II. C. 19. S. 7. There shall be paid by the Master of every Vessel belonging to *Ilfordcombe*, who shall use the Warp, 6s. 8d. and by the Master of every Vessel belonging to any other Port, 13s. 4d.
- Ditto, S. 8. For keeping Weights in the Harbour, by the said Sir *Bourchier Wray*, his Heirs and Assigns, the Orders herein after mentioned shall be observed, *viz.* No Person shall weigh any Goods, bought or sold there, with any other Weights; and if any Person shall weigh with other Weights, such Person shall forfeit 3s. 4d. and there shall be paid for every Ton so weighed, 2d.
- Ditto, S. 9. There shall be paid for every Dicker of Leather there landed 3d. For every Hoghead of Tobacco 3d. For every Weigh of Coals or Culm 6d. For every Horse 1d. For every Bullock 2q. For every Score of Sheep 4d. For every Dozen of Earthen Ware, imported or exported, 2q. For every Mease of Herrings unfilted, carried out of the Port 3d. For every Ton of Ballast taken on board in the Port 2d. For every Ton of Lime-Stone landed in the Harbour 1d. For every Ton of Groceries, or Saltery Wares, 1s. 6d. For every Hundred of Barrel Staves, 4d. For every Bundle of Hoops 2q. For every Pack of Bays or Stuff 3d. And for every Hundred Weight of Cheese 2d. And for the leeing or laying up of every such Fishing-Boat as shall not pay Duty 2s. 2d.
- Ditto, S. 10. And for all other Goods, not particularly mentioned, imported or exported, such Sums of Money shall be collected, as Duties appertaining to the said Key, Light-House, and Warp-House, according to such moderate Values, as are proportionable to the Rates above expressed, and as are paid in the adjacent Ports.
- Ditto, S. 13. All Money raised by the Duties, or recovered by Forfeitures, shall be laid out in repairing and maintaining the Piers, Key, Light-House, Warp, Warp-House, Boats, and Harbour of *Ilfordcombe*.
- Ditto, S. 16. The Water-Bailiff hath Power to go aboard Ships, and to distrain for Non-payment, and, after ten Days, to sell the Distress and satisfy the Duties, Penalties, and Costs.
- Ditto, S. 17. Nothing in this Act shall diminish any of the ancient Rights which the Free-men of *Bridgewater* have enjoyed by Virtue of a Charter granted by King *John*.

## S C A R B O R O U G H.

- <sup>37</sup> Hen. VIII. C. 14. S. 1. The King erected a Corporation of two Persons, called, *the Masters, or Keepers, of the Key or Pier of Scarborough*.
- Ditto, S. 5. The Master and Keepers shall receive of the Owners of Tenements in *Scarborough*, the fifth Part of the Yearly Rents, for the Maintenance of the Key or Pier, at the Feast of *Pentecost* and *St. Martin*.
- <sup>5</sup> Geo. II. C. 11. S. 1. From the 24th of *June*, 1732, until the 24th of *June*, 1763, the Duties after-mentioned shall be paid, for the enlarging and keeping in Repair the Piers of *Scarborough*, to wit, 2q. for every Chaldron of Coals laden on board any Ship in the Port of *Newcastle*, or any Member of the Port of *Newcastle*; which Duties shall be paid to the Bailiffs and Burgeses of *Scarborough*, as they in Common-Council assembled shall appoint, by every Master of a Ship, before such Ship be suffered to proceed in any Voyage, to be paid near the Place where such Ship shall take on board such Coals.
- Ditto, S. 3. Till the 24th of *June*, 1783, there shall be paid to the said Bailiffs and Burgeses for Coals landed within the Port of *Scarborough*, 1s. per Chaldron, Town's Measure; For Cinders 1s. per Chaldron. For every Weigh of Salt 2s. For every Gross of Glass Bottles 2d. For Fir Timber imported in *English* Bottoms 3d. per Ton; For every Hundred of Fir Deals 3s. of half Deals 1s. 6d. of middle Balks 3s. of double Ufirs 3s. of single Ufirs 1s. of Capraevens 3s. of small Balks 1s. of small Spars 6d. of Battins 1s. of Pale-Boards 2d. great Mafts a-piece 3s. middle Mafts a-piece 1s. 6d. small Mafts a-piece 6d. Oak Timber and Oak Plank per Ton 3d. Wine and Brandy per Ton 5s. And for all the above enumerated Goods, which shall be imported in foreign Bottoms, double Duties; and for all foreign Goods not above-mentioned, imported in *English* Bottoms, 3d. per Ton, and for foreign Bottoms 6d. per Ton; and for Butter shipped off from *Scarborough*



*rough 1d. per Firkin*; For dried Fish and Mud Fish shipped off *2d. per Score*; For Barrel Fish so shipped off *per Barrel 4d.* For Tallow so shipped off *3d. per Hundred Weight*; Every Ham of Bacon *2d.* Neats Tongues *per Dozen 3d.* Pickled Pork *per Barrel 1s.* For every Fitch of Bacon *2d.* Rabbit-Skins *per Pack 2s 6d.* Calves' Skins *per Dozen 3d.* Leather *per Hundred Weight 1s.* And for every *English Ship* which shall enter within the Piers *6d.* and for the Top, or Cross Trees, of such *English Ship*, being of the Burden of 130 Tons, *4d.* And for every foreign Ship so entering *1s.* and for the Top, or Cross Trees, of such foreign Ship of 130 Tons, *8d.*

In Default of Payment it shall be lawful for the Collectors to distrain.

All Ships within the Port of *Scarborough* shall lie, moor, band allast, in such Place as they shall be directed, under Penalty of *5l. &c.*

The ancient Toll for supporting the Piers shall be paid.

All Ships *British* built, and manned according to the Act of Navigation, belonging to *Great Yarmouth*, shall be free from the said Duty of *29. per Chaldron* of Coals, so as the Master, or some Mariner on his Behalf, produce a Certificate, made upon Oath before the Mayor of *Yarmouth*, and under the Seal of Mayoralty, that such Ship does belong to *Yarmouth*, and that the Inhabitants thereof are Owners of the Major Part of such Ship.

By this Act Trustees are appointed to put the then Act in Force, in the Room of the Bailiffs and Burgesses of *Scarborough*. No Person is to empty any Ballast, Rubbish, Dust, Ashes, Earth or Stones, into the Harbour, or lay any Logs, or Floats of Timber, or other Materials, to set up any Ports, or encroach on the Harbour to the Annoyance thereof, on Pain of a Fine to be levied by Order of any two of the Commissioners, not exceeding *5l.* to be applied to the Use of the Harbour. On Non-Payment, the Offender to be committed to the County-Gaol till paid, or compounded with five of the Commissioners.

## A R U N D E L.

The Mayor of *Arundel* and others are appointed Commissioners to improve and preserve the Harbour of *Arundel*; and it shall be lawful for the Commissioners, or any nine of them, to erect Piers and other Works.

There shall be paid to the Commissioners the Duties following, *viz.* For every Chaldron of Coal, Grindstones, or other Goods paying Duty to the King by the Chaldron, which shall be exported or imported in the said Port, *1s.* For every Ton of Salt and other Goods paying Duty or Freight by the Ton, *1s.* For every Load of Timber, Waincot, Trenals, or other converted Timber, *1s.* For every Load of Bark, *2s.* For every Hundred of Spars, Ufers, Pipe, Hoghead, or Barrel Staves, *1s.* For every Hundred of single Deals *1s. 6d.* of double Deals *2s.* of three Inch Deals *2s. 6d.* For every Quarter of Wheat, Clover, and other Grains and Seeds, *3d.* For every Load of Flour and Meal *1s.* and of Bran *6d.* For every Hoghead of Wine or other Liquors *1s.* of Sugar and dry Goods, *9d.* For every Tierce thereof *6d.* And for every Barrel of Pitch, or other Goods, *4d.* For every Bundle, Bale, and Chest of Hemp, Linen, Woollen, Glafs, Fruits, and Earthen Ware *1d. per Hundred Weight*; For every Hundred Weight of Allum, and Goods paying Duty or Freight *per Hundred Weight 1d.* For every Hundred Feet of paving Stones or Marble *2s.* For every Thousand of Tiles, Bricks, or Clinkers, *1s.* For every Grofs of Bottles, Stone, or Glafs, *3d.* For every Barge, or other Craft, passing through each Lock, *1s.* For all Goods not enumerated, one twelfth of the usual Freight from *London* to *Arundel*; For every *British Ship* which shall lade or unlade (fishing Vessels excepted) *3d. per Ton*, according to their light Bills; For every *British Ship*, which shall sail into the Harbour, and shall neither lade nor unlade there, *1d. 2q. per Ton*; For every foreign Ship and for all Goods, imported or exported in foreign Bottoms, double Duties.

No Ship shall be cleared at the Custom-house, till the Master produces a Certificate that the Duties are paid or secured, &c.

When it shall appear to the Justices, and be certified by them, that the Commissioners are reimbursed the Monies borrowed, one half of the Duties shall cease.

ALL

- 6 Geo. II. C. All Ships in the Port of *Arundel* are to moor and ballast in such Places as the  
 12. S. 10. Masters shall be directed, &c.  
 Ditto, S. 15. This Act shall be a publick Act, &c.

## RIVER DEE at CHESTER.

- 17 Geo. II.  
P. 571. By an Act made 6 Geo. II. intituled, *An Act to recover and preserve the Navigation of the River Dee, in the County Palatine of Chester*; Reciting that, by an Act made 11 and 12 Will. III. intituled, *An Act to enable the Mayor and Citizens of Chester to recover and preserve the Navigation of the River Dee*, reciting, that the said River *Dee* was heretofore navigable for Ships of a considerable Burden, from the Sea to the City of *Chester*, but, by Neglect, and for Want of sufficient Banks and Fences on the Sides thereof, against the Flux and Reflux of the Sea, the Channel was become so uncertain, that the Navigation was almost lost; the Mayor and Citizens of *Chester*, and their Successors, were empowered to make the said River navigable from the Sea to the said City, for Ships of one Hundred Tons or upwards; and certain Duties in the said Act mentioned were laid upon Coals, Lime, and Limestones, brought to the said City, for the Term of twenty-one Years, and the Property of the Sands, Soil, and Ground therein mentioned, was immediately, after the said River and Channel should be made navigable for such Ships to and from *Chester*, to be vested in the Mayor and Citizens, and their Successors, for ever; and they were at Liberty to enclose and improve the same, and receive the Profits thereof, and apply the same for maintaining and repairing the intended Works and Fences, and for making such further Works, from Time to Time, as Occasion should require, for making and keeping the said River navigable; And reciting, that several considerable Sums had been laid out pursuant to the said Act, but the River was not made navigable, the Provisions for making it so being insufficient, and the Time thereby granted, for making the same navigable was expired: And reciting, that the Sands, Soil, and Ground, not bearing Grass, commonly called the *White Sands*, from *Chester* to the Sea, and lying between the County of *Chester*, on the North Side, and the County of *Flint* on the South, are of great Breadth in most Places; and that the River's not being navigable was chiefly owing to the Breadth of the Sands, and to the Shifting of the Channel, as the Winds and Tide varied; and that the said Sands, Soil, and Ground were not, nor were likely to be, of any Benefit to any Person whatsoever, unless the River was bounded in, and made navigable by Sea Walls, which required a very great Expence, as well to erect, as to maintain and repair from Time to Time, as Occasion should require; but that yet, if the said Sands, Soil, and Ground, were recovered from the Sea, by Sea Walls, and the Channel thereby confined to one certain Course, it would not only effectually make the River navigable, but that vesting the *White Sands* in the Undertakers, would be a considerable Encouragement to the Undertaking thereof: And reciting, that the making the said River navigable would be a Means to advance the Trade of the City, and that a great Benefit would accrue thereby to the Inhabitants, and to the Towns and Countries adjacent, as also be a Means to increase the Number of Seamen and Watermen, and to promote the publick Good of this Kingdom; *Nathaniel Kinderly*, in the said Act named, his Heirs, and Assigns, and such Persons as he, &c. should appoint, were by the said Act of 6 Geo. II. appointed Undertakers of the said Navigation, and impowered at their own Charges, to make and keep the said River *Dee* navigable from the Sea to *Wilcox Point*; that there should be sixteen Feet Water in every Part of the River at a moderate Spring Tide, for Ships to come and go to and from the said City; and to that End, to make the Channel to run through the *White Sands*, or the common Salt Marshes adjoining, or through the Marshes of *John Wright*, Esq; commonly called *Brewers-Hall Marsh*, as they should think fit; and the said *Nathaniel Kinderley*, his Heirs, Assigns, and Nominees, had farther Powers granted them by the said Act, as therein mentioned. And as they would necessarily be at a very considerable Expence in making the River navigable, and keeping up the same, it was by the said Act of 6 Geo. II. enacted, that immediately

diately after the said *Nathaniel Kinderley*, his Heirs, Assigns, or Nominees, should make the said River *Dee* navigable and passable for Ships in Manner as aforesaid, all Merchants and Proprietors of any Goods that should be brought into the said River and Channel, and that should be laden at, or shipped off, or sent from *Chester*, or from any other Places between the said City and *Park-Gate* in the County of *Chester*, on the North Side of the said River, and between the City of *Chester* and Town of *Flint* in the County of *Flint*, on the South Side of the said River, should pay to the said *Nathaniel Kinderley*, his Heirs, &c. the several Duties in the said Act mentioned; also certain Sands, Marshes, and Salt Grass, and other Lands therein mentioned, were, so soon as the said River was made navigable, vested in the Undertakers, for their proper Use, under the Provisions in the said Act mentioned; and Commissioners were appointed by the said Act, for settling all Matters, about which any Difference should arise between the Undertakers and Proprietors of any of the Lands adjoining to the River; and the Commissioners were thereby empowered to settle and assess Recompence to be made for Damages that might happen to any of the Lands or Fisheries, by Reason of the said Navigation: And the Undertakers were directed to invest 1000*l.* in *South-Sea* Annuities, or other Government Securities, in the Name of *Thomas Revel*, *John Manley*, and *Benjamin Hoare*, Esqrs. and *John Bland*, Banker, to answer the Damages last mentioned, for three Years after the Navigation should be fully completed: And it was thereby also enacted, that if the said Undertakers should not begin before the 24th Day of *June*, 1735, and make the said River navigable, according to the true Meaning of the Act, on or before the 24th Day of *June*, 1742, all and every the Powers and Interest of the said *Nathaniel Kinderley*, his Heirs and Nominees, should be utterly void; and that it should not be lawful for any Proprietor or Undertaker, or their Heirs, or any Persons claiming under any of them, to dispose of their Interest in the said Undertaking, or any Share thereof, until such Time as the said River should be made navigable: And the said *Nathaniel Kinderley* did afterwards, by an Instrument in Writing, dated the 9th Day of *July*, 1733, and duly executed, declare, that his Name was made use of in the said Act of 6 *Geo. II.* in Trust for *Thomas Watts* and *Richard Manley*, Esqrs. and such other Persons as they should appoint to be concerned in the said Undertaking; and the said *Nathaniel Kinderley* did afterwards duly nominate certain Persons, being forty in Number, to be Undertakers of the Navigation: And by Indenture Quadrupartite, made *April* 9, 1734, between *Nathaniel Kinderley*, of the first Part, *Thomas Watts* and *Richard Manley*, of the second Part, *Joseph Davies* and *William Parsons* of *London*, Gentlemen, of the third Part, and Ninety other Subscribers to the said Indenture, or to the Schedule thereof, of the fourth Part, and duly executed by all the said Parties; It was agreed, that the said Subscribers should raise a joint Stock of 40,000*l.* in the Manner and on the Trusts therein mentioned; which Trusts were, amongst other Things, to lay out the 1000*l.* to be deposited as a Fund to answer the Damages before specified; and also to lay out such Sums as should be necessary to recover and preserve the Navigation of the River *Dee*; and the Residue (if any) of the said 40,000*l.* was to be in Trust for the said Subscribers, in Proportion to the Sums by them respectively paid in: And it was by the said Indenture further agreed, that the Duties and Tonnage by the said Act made payable to, and the Sands, Soil, Ground, Marshes, and Salt Grass, thereby vested in the said *Nathaniel Kinderley*, his Heirs, &c. should remain to the Use of the said Subscribers in Proportion to the Sums by them respectively paid: It was also agreed, that the said joint Stock of 40,000*l.* should be divided into 400 Shares, each consisting of 100*l.* and that each of the Subscribers should be entitled to so many Shares as he should have subscribed and paid in 100*l.* and several Provisions were made for the Management of the Undertaking, for recovering and preserving the Navigation, and of the Affairs relating thereto. And the said Undertakers, the Assigns or Nominees of the said *Nathaniel Kinderley*, between the 27th of *August* and 9th of *November*, 1735, did invest 10,000*l.* in the Purchase of 929*ol.* Old *South-Sea* Annuities, in the Names of *Thomas Revel*, *John Manley*, *Benjamin Hoare*, and *John Bland*, as Trustees for the Purposes in the said Act mentioned; and the said *Benjamin Hoare* afterwards refusing to accept

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the said Stock in the *South-Sea Company's Books*, or to act in the said Trust, the Annuities were in Pursuance of a Decree of the High Court of Chancery, made the 18th Day of *February*, 1737, transferred into the Names of *Thomas Revel*, *John Manley*, and *John Bland*, upon the same Trusts: And the Undertakers began the said Undertaking before the 24th Day of *June*, 1735, and laid out the Monies advanced upon the said Indenture, in making the Deposit of 10,000*l.* in *South-Sea Annuities, &c.* and great Progress was thereby made in recovering the said Navigation; but the same not being perfected, and it being necessary to raise further Monies for that Purpose, it was by Deed-Poll, bearing Date the 17th Day of *August*, 1736, agreed to advance Ten *per Cent.* more, on each of their respective Subscriptions, for the Purposes in the said Indenture expressed concerning the said 40,000*l.* And afterwards there being a Necessity to raise further Monies for the perfecting the Navigation, by another Deed-Poll, bearing Date *March* the 3d, 1736, it was agreed by the Subscribers thereto, to advance 20 *per Cent.* more on their respective Subscriptions: And the Subscribers to the said Indenture, and to the Deeds-Poll, and Undertakers of the Navigation, having paid in 47,830*l.* the same was laid out in making the said Deposit, and in cutting a new Channel for the River *Dee*, through the adjacent Marshes, near ten Miles in Length; and making a Dam and Sluices cross the old Channel, and deepening thereof, and making other Works necessary for the recovering and preserving the Navigation, and the Charges necessarily attending the Undertaking; and the River was, in *April*, 1737, turned into the new Channel, and hath ever since continued to run through the same; and ever since Ships and Vessels of considerable Burden have sailed through the new Channel up to *Wilcox Point*; and the Undertakers being, by the said Act, directed and empowered to make and keep the River navigable from the Sea to the said Point; that there should be sixteen Feet Water in every Part of the River at a moderate Spring Tide, for Ships to come and go to and from the said City, several Trials and Soundings were made, to ascertain the Height the Water flowed to, at a moderate Spring Tide, and thereby the same was fixed to be level with the Height of nine Feet above the Apron of the ten Gate Sluice, Part of the Works of Navigation erected by the Undertakers; and a Pile was, in 1738, fixed in the River near the said ten Gate Sluice, on which the Height of nine Feet from the Apron of the ten Gate Sluice was marked, and set for the Standard Height of the Water at a moderate Spring Tide, and the same has since been commonly called the Standard; and the Undertakers finished the Undertaking in making the said River navigable, according to the Intent and true Meaning of the said recited Act of 6 Geo. II. before *March* 25, 1740, and have since that Time been at very great Expences in keeping the same navigable, according to the true Meaning of the Act; and the joint Stock of the said Undertaking having been laid out as aforesaid, and proving insufficient for securing the Works, and inclosing and improving the Sands and Grounds vested in the said Undertakers; At a general Meeting, held *December* 11, 1740, they did agree, that the said joint Stock should be increased to 52,000*l.* and that Application should be made to Parliament to incorporate the Undertakers: And by one other Act made 14 Geo. II. intituled, *An Act for incorporating the Undertakers of the Navigation of the River Dee*, it was amongst other Things enacted, That *William Allix*, and the several other Persons therein named, Proprietors of the Undertaking, and the Representatives of such Subscribers to the said Indenture or Deeds-Poll as were dead, their several and respective Successors, &c. should be erected into one Company for the Purposes aforesaid, and be incorporated by the Name of *The Company of Proprietors of the Undertaking for recovering and preserving the Navigation of the River Dee*, and have perpetual Succession, and a common Seal, and have Power to do all such Acts as the said *Nathaniel Kinderley*, his Heirs, &c. might have done, by Virtue of the said Act of 6 Geo. II. and to take all such Duties, Tonnage Dues, and Payments whatsoever, as the said *Nathaniel Kinderley*, his Heirs, &c. were empowered to do by the said Act; and to embank, inclose, improve, and apply to the Use of the said Company, the *White Sands*, Soil, and Ground, and other Lands whatsoever, by the said Act vested in the said *Nathaniel Kinderley*, his Heirs, &c. upon the Terms in the said Act mentioned, in the same Manner as the said *Nathaniel Kinderley*, his Heirs, &c. might

might have executed the same, by Virtue of the said Act, subject to the Limitations, &c. in the said Act mentioned; as by the Act of 14 Geo. II. will more fully appear: And the Tonnage Rates and Duties, which, by the said Act 6 Geo. II. are charged for all Goods brought into, or laden in the said River, are by Experience found to be too high, and a Discouragement to the Trade of the City, and the Mayor and Citizens of *Chester*, and the Merchants and Traders of *Chester*, have therefore requested the Company of Proprietors of the Undertaking to consent that the same may be repealed, and that in Lieu thereof easier Tonnage Duties may be appointed, which the said Company have consented to; the doing whereof will be an Encouragement to Trade, and for the common Good of the Undertaking, that the said Acts of 6 and 14 Geo. II. should be explained and amended, in the several other Particulars hereafter mentioned:

It is therefore enacted, that after May 20, 1744, the said several Rates of Tonnage, payable to the said Company of Proprietors, by the several Acts before recited, or either of them, shall be no longer payable; and that so much of the said Acts as relate to the Payment thereof, shall be absolutely repealed.

After May 25, 1744, there shall for ever be paid unto the said Company, and their Successors, or to their Collectors, for every Ship, Sloop, Hoy, Bark, Barge, Lighter, Boat, or other Vessel, coming into or going out of, or navigating in the River, and new Channel, with any Goods or Merchandise (Lead, Oysters, Slates, and paving Stones, excepted) by the Master or Owner of such Ship, &c. or other Vessel (every one of whom are by this Act made liable to the same) the several Rates, Tonnage, Keelage, or Duties, according to the full of their Reach and Burden, herein-after particularly described, for every Ton of Burden of such Ship, &c. or other Vessel, that is to say; For every Ship or other Vessel coming to, or going from, the City of *Chester*, or to, or from any other Place, between the City of *Chester* and *Park-Gate*, on the North Side of the River, and between the City of *Chester* and the Town of *Flint*, on the South Side of the River, to or from any Part of *Great Britain*, or *Wales*, or the other Places or Countries herein-after mentioned, the several Rates and Duties following; that is to say, For every Ship, Sloop, Hoy, Bark, Barge, Lighter, Boat, or other Vessel, going to, or coming from any Part of *Great Britain* or *Wales*, between the said City and *St. David's Head*, or *Carlisle*, for every Ton 2d. And for every Ship, &c. going to, or coming from any Place between *St. David's Head* and the *Land's-End*, or beyond *Carlisle*, to any Part in, or on this Side the *Shetlands*, or to, and from the *Isle of Man* for every Ton 3d. And for every Ship, &c. going to, or coming from any Part of *Ireland*, for every Ton 4d. And for every Ship, &c. going to, or coming from any Place, up the *King's Channel*, beyond the *Land's-End*, or beyond the *Shetlands*, for every Ton 4d. And for every Ship, &c. going to, or coming from every Part of *Norway*, *Denmark*, *Holstein*, *Holland*, *Hamburg*, *Flanders*, or any Part of *France* without the Straits of *Gibraltar*, or the Islands of *Guernsey* or *Jersey*, for every Ton 8d. And for every Ship, &c. going to, or coming from any Place in *Newfoundland*, *Greenland*, *Russia*, and within the *Baltick*, *Portugal* or *Spain*, without the Straits, *Canaries*, *Madeiras*, *Western-Isles*, *Azores*, for every Ton 1s. And for every Ship, &c. going to, or coming from any Place in the *West-Indies*, *Virginia*, or any other Part of *America*, *Africa*, *Europe* or *Asia*, within the Straits, or not named before, any Part of *Africa* without the Straits, or *Cape de Verde Isles*, for every Ton 1s. and 6d. For every Sloop, Hoy, Bark, &c. carrying Goods from, or bringing Goods to, the City of *Chester*, or through any Part of the said new Channel, in Order to be put on board, or discharged from any Ship, &c. lying at *Park-Gate*, *Flint*, or any other Place within the Port of *Chester*, and below the said new Channel, made by the said Undertakers, for every Ton 2d. And so in Proportion for a greater or less Quantity than a Ton; such Duties to be paid at the Time of such Ship or other Vessel's Discharge, either inwards or outwards, at the Custom-house in the Port of *Chester*, so as no Ship or other Vessel shall be liable to pay the Duty but once for the said Voyage, both out and Home, notwithstanding such Ship or other Vessel may go and return back, with a Lading of any Goods or Merchandise.



And it being by the said Act of 6 Geo. II. (among other Things) provided, that if any Ship or Vessel, employed by the Cheesemongers of the City of London, in the Cheese Trade to the City of Chester, should not go up to the City, or within any Parts of the intended Works of Navigation, but should have their lading put on board such Ship or Vessel, by Boats or Keels, 6d. per Ton, and no more, should be paid to the said Nathaniel Kinderley, his Heirs, &c. by the Master or Owner of every such Boat or Keel, for all Cheese or Lead, so to be put on board such Ship or Vessel, in full Satisfaction and Discharge of all Duties and Tonnage whatsoever; It is hereby further enacted, that after the 25th of May, 1744, the said Duty of 6d. per Ton, made payable by the above recited Proviso, shall cease, and be no longer payable; and that, in Lieu of the said Duty of 6d. per Ton, for such Boats or Keels, a Sum of 2d. per Ton, and no more, shall from May 25, 1744, be paid to the said Company, and their Successors, by the Master or Owner of every such Boat or Keel, carrying Cheese, (Lead being exempted by this Act from the Payment of any Tonnage) to be put on board such Ship or Vessel, in full Satisfaction of all Duties and Tonnage whatsoever.

17 Geo. II.  
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All Ships, &c. or other Vessels, coming into, or going out of the said River, and new Channel, and liable to the Payment of the Duties of Tonnage by this Act imposed, shall be measured, by taking the Length of the Keel, so much as the treads on the Ground, and the Breadth to be taken by the Midship Beam from Plank to Plank, and half that Breadth shall be accounted for the Depth of every such Ship or Vessel; then multiply the Length by the Breadth, and the Product thereof by the Depth, and divide the whole by ninety-four, and the Quotient shall give the true Contents of the Tonnage; according to which Method, all Ships, and other Vessels, shall be measured, and the several Duties of Tonnage thereby be computed, and collected accordingly.

If the Lading of any Ship, or other Vessel, which shall be liable to the Payment of the Duties of Tonnage, imposed and payable by this Act, according to the Burden of such Ship or other Vessel, by Admeasurement thereof, in Manner as before directed, shall consist partly of Lead, Oysters, Slates, or Paving Stones (which are exempted by this Act from the Payment of Tonnage) and partly of other Wares and Merchandizes, in respect whereof such Ship or Vessel will be liable to the Payment of the Duties and Tonnage by this Act imposed; in every such Case, there shall be a Deduction made from the Tonnage of every such Ship, or other Vessel, in Proportion to the Quantity of such Lead, Oysters, Slates, or Paving Stones, contained in every such Ship or other Vessel.

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In all Cases where Skins or Wool shall be imported, such Skins or Wool shall pay the Rates of Tonnage by Weight only, and not according to the Burden of such Ship, or other Vessel by Admeasurement thereof; and where the Lading shall consist partly of Skins, or Wool, or both of them, and partly of other Wares and Merchandizes, in respect whereof such Ship or Vessel will be liable to the Payment of the Duties of Tonnage by this Act imposed, a Deduction shall be made from the Tonnage or Burden of such Ship, or other Vessel, in Proportion to the Weight of such Skins or Wool, and if any Dispute arises concerning the true Weight of such Skins or Wool; the Importer shall, at his own Costs and Charges, provide proper and convenient Weights, Beams, and Scales, for weighing the same.

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If the Master, or other Person, taking Charge of any Sloop, Hoy, &c. carrying Goods from, or to the City of Chester, or through any Part of the said new Channel, in Order to be put on board, or discharged from any Ship or other Vessel, lying at Park-Gate, Flint, or any other Place within the said Port of Chester, and below the said new Channel, &c. or carrying any Goods from, or to the City of Chester, to, or from any Part of Wales, shall choose to pay the Duty, and Tonnage, according to the Weight and Quantity of the Goods, and not according to the Burden of the Sloop, &c. by the Admeasurement thereof; and such Master, &c. shall make such Declaration, upon entering of any such Sloop, &c. inwards or outwards; in such Case, the Duty and Tonnage shall be paid according to the Weight of the Goods, and not according to the Burden of such Sloop, &c. by Admeasurement thereof.

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In Case any Dispute shall arise between the Collector of the Tonnage payable by this Act, and the Master or other Person having Charge of any Ship, or other Vessel, such Collector shall weigh, measure, or gauge all Goods, Wares, or Merchandizes, at the Time of the shipping or unshipping thereof; and if such Goods shall, upon such Weighing, Measuring, or Gauging, appear to be of as great or greater Quantity than such Collector did affirm and insist the same to be, before the Weighing thereof, &c. the Master, &c. taking Charge of the said Vessel, shall pay the Costs and Charges of such Weighing, Measuring, &c.

The several Rates of Tonnage, payable by this Act, shall be paid by the Masters or Owners of every such Ship or Vessel, before they shall be cleared inwards or outwards, by any of the Officers of his Majesty's Customs, at the Port of *Chester*; and if any such Officer shall clear any Ship, until the Masters produce an Acquittance, or if any Master refuse, or neglect, to pay the said Duty, the Offender shall, for every Default, forfeit 20*l.* to the Company, &c.

The said Collectors may go on board any Ship, Hoy, &c. to take the Dimensions thereof, and to demand the Duties payable by this Act; and for Non-payment thereof, or Refusal to let such Officer take the Dimensions, he may distrain, and, after ten Days, sell the Distress, &c. P. 586.

It being provided by the Act 6 Geo. II. that *Nathaniel Kinderley*, his Heirs, &c. shall make a Wet Dock for the Ships to lie in; and that there shall be paid to *Nathaniel Kinderley*, &c. for every Ship or Vessel, laden within the said Dock, 9*d.* per Ton; the said Duty is hereby altered to 6*d.* per Ton, and no more, &c. P. 587.

The Term of three Years after completing the said Work of Navigation being expired, and the Trustees of the 10,000*l.* Deposit, having, by Sale of Part of the *South-Sea* Annuities, (in which the said 10,000*l.* was invested) raised and paid all the Monies that have been ordered to be paid by them, by Virtue of 6 Geo. II. and the Residue of the said Deposit, which, at present, consists of 718*l.* 3*s.* 8*d.* *Old South-Sea* Annuity Stock, remaining in the Names of the said *Thomas Revel* and *John Bland*, the Survivors of the said Trustees (*John Manley* being dead;) It is enacted, that they shall, on or before the 25th Day of May, 1744, transfer to the Company and their Successors the said 718*l.* 3*s.* 8*d.* remaining in their Hands or Names. P. 588.

The Tonnage Duties, arising by this Act, shall, at all Times hereafter, be liable to answer the Damages in the Act of 6 Geo. II. mentioned, under the same Regulations, and subject to be levied and applied to the same Uses, as the Duties of Tonnage, imposed by the same Act (and hereby repealed) were thereby made subject to. P. 589.

In Case the Tonnage Duties shall not be sufficient to pay such Damages, then all and singular the White Sands, and all other the Premises, by the said Act of 6 Geo. II. vested in *Nathaniel Kinderley*, &c. and, by the said subsequent Act of 14 Geo. II. in the said Company, and their Successors, are hereby declared to be subject to the Payment, or Satisfaction, for all such Damages as shall be directed to be paid, in Pursuance of the said Act of 6 Geo. II.

The River being subject in dry Seasons to be filled up with Sand, so that, at a moderate Spring Tide, it may frequently happen, that there may not be sixteen Feet Water in every Part of the River, until the said Sands shall be removed, by the Freshes coming down the River; it is therefore enacted, that, instead of sixteen Feet Water, at a moderate Spring Tide, the said Company and their Successors shall, at all Times hereafter, maintain the said River *Dee*, from the Sea to *Wilcox Point*, that, on the Computation of a moderate Spring Tide, as marked on the Standard, there shall be fifteen Feet Water in every Part of the Channel, for Ships and Vessels to come and go, to and from the said City.

The Mayor, &c. of the City, shall appoint one proper Person, and the Company another, which Persons are hereby constituted the Supervisors of the Navigation of the River *Dee*, and each of them shall have full Power to sound the said River, or any Part thereof, for three successive Tides, as often as they shall be required so to do by the said Mayor, &c. or the said Company, or the Collectors appointed to receive the Tonnage; and if, upon any such Soundings so made, the Channel of any Part of the River shall appear to be choked up, so that

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there would not, at a moderate Spring Tide (according to the Height marked on the Standard) be in the Channel of every Part of the River, from the Sea to *Wilcox Point*, fifteen Feet Water; and, in Case either of the Supervisors shall make an Affidavit thereof in Writing, before any Justice of the City or County of *Chester*, describing the particular Parts of the River which shall be too shallow, &c. and, if the said Company shall, for the Space of four Calendar Months, suffer the said River to continue choaked up, so that, on the Computation of a moderate Spring Tide, as marked on the said Standard, there shall not be fifteen Feet Water in the Channel, &c. as often as the said Event shall happen, the Payment of the Tonnage-Rates shall be suspended, and not collected until the said Depth of fifteen Feet shall be regained; from which Time the Tonnage Duties shall be again revived, and become payable as before, and so *toties quoties*.

17 Geo. II.  
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If the Company neglect to cleanse and deepen the River eight Months after the said Term of four Months shall be expired, so that, on a Computation of a moderate Spring Tide, &c. there shall not be fifteen Feet Water in the Channel, &c. the Commissioners empowered by the Act 6 Geo. II. at a Meeting to be held for that Purpose, of which twenty Days Notice shall be given in the *London Gazette*, and by fixing Notice in Writing on the Castle Gate of *Chester*, by Warrant under their Hands, shall appoint proper Persons, to enter into and upon the White Sands, Lands, &c. by this or the former Acts vested in the Company, and to take Possession thereof, and receive the Rents and Profits thereof, and to distrain for the same, as they shall see Occasion; till they have received so much Money, as shall be necessary to defray the Charges, occasioned by such Distress or Entry respectively, so as such Possession, Receipt of Rents, and Powers of Distress, shall not extend to avoid any Lease, which may hereafter be granted by the Company to any Tenant, at the improved Rent, without taking any Fine for the same, or to compel such Tenant to pay any more than the Arrears of Rent really due; and so as such Possession, Receipt of Rent, and Power of Distress, shall continue no longer than until the Depth of fifteen Feet shall be regained, and the Money expended in regaining thereof, and the Charges occasioned by such Entry, Possession, and Distress, shall be satisfied; and the Money so to be raised and received, shall be employed for those respective Purposes, as the major Part of the said Commissioners shall direct.

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Provided, that no such Order made by the said Commissioners shall be binding, unless thirteen at least in Number shall be present at such Meeting.

The said Supervisors shall (if required) weekly sound the River, and shall make an Affidavit in Writing of the Truth of such Soundings.

The Supervisors shall, at the Expence of the Company, on or before the 29th of *September*, 1744, cause to be erected in such Parts of the River as they shall think fit, two or more Piles of Timber, or other durable Materials, to be therein fixed, so as the Tops thereof shall be exactly level with the Height of nine Feet above the Apron of the *Ten Gate Sluice*, as the same is marked on the Standard, which Piles and Standard shall for ever hereafter be kept in Repair, and renewed as Occasion shall require; and if any Person shall wilfully damage or destroy the same, they shall for every such Offence forfeit 200*l.* &c.

P. 596.

Two Ferry-Boats shall, at all Times after *May 25*, 1744, be constantly kept by the said Company and their Successors, at their own Expences, at such Parts of the new Channel, as the Ferry-Boats already appointed have worked at, since the making the said Navigation, with proper and sufficient Attendants, and all substantial and effectual Ropes, Tackle, and Necessaries proper thereunto, for the publick Use and Benefit of all his Majesty's Subjects, passing and re-passing in those Parts; and the Persons attending such Boats shall ferry over all Passengers, when required, without being paid any Thing for the same.

The Commissioners appointed by the Act 6 Geo. II. or any thirteen of them, at any of their Meetings, may set out one or more convenient Roads, in any Places over the Sands, Soil, and Ground, vested in the Company, lying on the North Side of the New Channel, within the Extent of the said Channel, to lead to and from the said two Ferries, or either of them, to the said City of *Chester*, and to the Towns of *Shotwicks* and *Shough-Hall*, in the Hundred of *Worral*, in the

the said County of *Chester*; and every such Road shall be for ever maintained and repaired at the Expence of the Company and their Successors.

If the said Company and their Successors shall neglect to maintain and repair <sup>17 Geo. II.</sup> the said Roads, or to supply such Ferry-Boats with sufficient Attendants, &c. on <sup>P. 597.</sup> every such Neglect the said Commissioners, empowered by the Act of 6 Geo. II. may assess on the said Company such reasonable Penalty as they shall think fit, &c.

The said Company, assembled in a general Court, shall have Power to call in from their Members proportionably, according to their respective Shares in the Capital Stock, any further Sums of Money, as by such general Court shall, from Time to Time, be judged necessary, not exceeding, with the Call of Five *per Cent.* already made pursuant to the said former Act, in the Whole the Sum of Forty *per Cent.* And if any Members, &c. who have or shall be required to pay in Money upon any Calls, &c. shall neglect to pay their Shares of the Money so called for, at the Time appointed, by Notice in the *London Gazette*, and on <sup>P. 598.</sup> the *Royal Exchange* in *London*, the said Company may not only stop the Share, Dividend, and Profit, which shall become payable to such Members so neglecting, and apply the same towards Payment of the Share of Money so called for, till the same shall be satisfied, but also may stop the Transfers, or Assignments of the Shares of every such Defaulter, with Interest after the Rate of Eight *per Cent. per Ann.* for the Money, so by them omitted to be paid, from the Time the same was appointed to be paid, until the Payment thereof; and the Shares and Stock-Shares, and Stocks of such Defaulters, shall be liable to make good the Monies so appointed to be paid, and Interest as aforesaid; and, if the Principal and Interest shall be unpaid, by the Space of three Months, then the Company, &c. shall have Power to sell and assign so much of the said Stock of such Defaulters, as will satisfy the same, rendering the Overplus (if any be) to the Proprietors; and the Money so called for and paid in, shall be deemed Capital Stock, &c.

The said Joint Stock of the said Company, created and established, in <sup>P. 599.</sup> Pursuance of this and the former Act, and the Share and Interest of each particular Member thereof, shall be deemed, in all the Courts of Law and Equity, and elsewhere, to be a personal Estate to all Intents and Purposes whatsoever, and not a real Estate; and shall go to the Executors or Administrators of the Persons dying possessed thereof, interested in, or entitled thereto, and not to the Heirs of such Persons; and the Proprietors of the said Joint Stock, their Executors, &c. shall be respectively entitled to all the Benefits and Advantages by the first recited Act, vested in *Nathaniel Kinderley*, his Heirs, &c. in Proportion to their respective Interests in the Joint Stock of the said Company.

The Method of assigning, transferring, and accepting of any Interest, in the said joint Stocks, shall be in the following Form, *viz.*

*I A. B. in Consideration of* *paid to me by C. D. do hereby*  
*bargain, sell, assign, and transfer to the said C. D.*  
*in the Joint Stock of the Company of Proprietors of the Undertaking for recovering*  
*and preserving the Navigation of the River Dee; To hold to him the said C. D. his*  
*Executors, Administrators, and Assigns, subject to the Rules, Orders, and By-Laws*  
*of the said Company.*

*Witness my Hand, the*  
*Day of*

*I, the said C. D. do hereby accept of the said*  
*of the said Joint Stock, subject to the Rules, Orders, and By-Laws of the said*  
*Company.*

*Witness my Hand the Day and Year aforesaid.*

Which Transfer and Acceptance shall be signed in the Company's Books, to be kept for that Purpose; and it being witnessed by one Witness to the Signing thereof, shall be valid to all Intents and Purposes.

Nothing in this Act, or in the Acts of 6 and 14 Geo. II. or either of them con- <sup>P. 600.</sup>  
tained, shall extend to hinder or restrain *Sir John Glynn*, Bart. Lord of the  
Manor

Manor of *Hawarden* in the County of *Flint*, his Heirs, &c. or any other Persons entitled to the right of Common thereon, from enjoying the Lands, Grounds, or Salt Marshes, lying on either Side of the Banks and Forelands of the new Channel, &c.

The new Channel, and the Banks, and Forelands on each Side thereof, and the Foreland of the Breadth of twenty Feet, next adjoining to the outside Foot of the North Bank of the new Channel, and so much more of the common Salt Marshes next adjoining to the said twenty-Feet-Foreland, as will be necessary for making a convenient Ditch or Mound, to fence and separate the said twenty-Feet-Foreland from the rest of the common Salt Marshes, and the several Pieces of Marsh Lands containing three Acres and five Acres, shall be for ever hereafter vested in the Company, &c. In consequence whereof, and as a Recompence for such Part of the Marsh-Lands, as are hereby vested in the Company, and of all other Damages done to the Common Salt Marshes, the said Company shall make good and keep in Repair the Foreland and Fences of the new Cut or Channel, so as thereby to prevent the Common Salt Marshes lying within the Manor or Parish of *Hawarden*, on either Side of the new Cut, from being destroyed or washed away, by the Flux or Reflux of Water through the said new Cut, or through the Gutters or other Inlets running through the Marshes; and in Case, at any Time hereafter, the Common Salt Marshes lying on either Side of the new Cut, and within the Manor or Parish of *Hawarden*, or any Part thereof, shall, in any one year, be so far injured or destroyed, by Reason of the said Forelands not being kept in Repair, or by Reason of the said Navigation, or of any Works to be made in Pursuance of the said Act 6 Geo. II. so that there shall be thereby, in any one Year, the Quantity of Fifty Acres or more of Land, Part of the said Salt Marshes, destroyed; from thenceforth, as often as the said Event shall happen, any fifteen or more of the Commissioners empowered by the said Act 6 Geo. II. or their Successors, who shall be present at any Meeting to be held for that Purpose, of which three Months Notice shall be given in the *London Gazette*, and by affixing Notice in Writing thereof on the Castle Gate of *Chester*, by Warrant under their Hands and Seals, may allot such Quantity of the Lands adjoining to the common Salt Marshes, by the former Act or one of them vested in the Company, as shall be equal in Value to such Part of the said Marshes, as shall have been so washed away, by way of Recompence for the same; the Lands so to be allotted to lie as near the common Salt Marshes as conveniently may be; which Determination of the Commissioners shall be final, and binding to all Parties interested, unless the Company, or the Lord of the Manor of *Hawarden*, or any Persons having Interest in the said Marshes, shall think themselves thereby aggrieved, and shall make Application to the next Court of great Session for the County of *Flint*, to have the Value of the Lands determined by a Jury; in which Case, the Justices of the said Court of great Session shall cause the Value of the Land so destroyed, and of the Lands to be given in Lieu thereof, to be settled, assessed, decreed, and ascertained by the same Rules and Methods, by which, by the Act of 6 Geo. II. they are empowered and directed to settle the Damage therein mentioned; and such Determination of the Justices of the said great Session shall not be removed, but binding and conclusive to all Intents and Purposes, &c. and the Lands so decreed in Lieu for such Part of the said common Salt Marshes, which shall, by the Means aforesaid, be destroyed, shall for ever thereafter be the Property and Inheritance of, and be enjoyed by the same Persons and their Heirs who were before entitled to a right of Common in the said Salt Marshes, under the like Limitations, and with the like Advantage as they might have held the said Marshes in Case they had not been destroyed; and, according to their respective Estates therein, discharged from the Rights of Entry and Distress, of any other Person whatsoever; but the same shall not avoid any Lease, which may be hereafter really granted by the Company to any Tenant or Occupier of any Part of the said Lands for any Term of Years not exceeding twenty-one, at the improved Rent, without taking any Fine, or to compel such Tenant to pay any more than the Rent reserved on such Lease; and, if the common Salt Marshes, which, by the Means aforesaid, shall, in any one Year, be destroyed, shall not exceed fifty Acres, the Commissioners appointed by the said Act of 6 Geo. II. or any Jury

17 Geo. II.  
P. 603.

P. 604.

to be appointed in Pursuance of the said Act, shall decree what Recompence shall be paid by the Company, or their Successors, which Recompence shall be paid to the Lord of the Manor of *Hawarden*, for the Time being, the Rector of the Parish of *Hawarden*, for the Time being, and to *Thomas Powis, &c.* and shall be by them applied for the Use of the Lord of the said Manor, and the Persons having a right of Common in the common Salt Marshes, lying within the said Manor of *Hawarden*, as the said Commissioners; &c. with the Consent of the Lord of the said Manor, &c. shall direct or appoint; which Damages the Lord of the said Manor is hereby impowered to claim and make out accordingly; and, if the Company, or the Lord of the Manor, shall be dissatisfied with the Determination of the Commissioners, they are hereby respectively impowered to apply to the Justices at the next great Session to be held for the County of *Flint, &c.*

The Company shall keep five Ways, of the Breadth of twenty Feet each, and at the Distance of one Mile, or thereabouts, from each other, over the Ditch or Mound which is intended to fence the Bank and Forelands on the North Side of the River, from the rest of the Salt Marshes, for the Cattle feeding on the Salt Marshes, on the North Side of the Channel, to go to and from the said Channel to Water. 17 Geo. II.  
P. 605.

A Survey of the Marsh Lands on the South Part of the new Cut, and of the Gutters and other Receptacles of Water therein, shall, on or before *Sept. 29, 1744*, be taken by two Surveyors, one to be appointed by the Company, and the other by the Lord of the Manor of *Hawarden*, who shall truly survey and admeasure the same, and make an exact Plan thereof, distinguishing what Parts thereof are firm Land, and what are Gutters or waste Lands; and the Surveyors shall within one Month after *Sept. 29*, transmit an attested Copy of such Plan, under their Hands, to the Clerk of the Peace of the County of *Chester*, to be kept among the Records of the said County, to which all Persons may have recourse, *gratis, &c.*

If any of the said Gutters or waste Land, to be described in the Survey, shall hereafter be filled up, and become firm Land and grassed over, it shall be set against the like Quantity of the Marsh Lands which shall be washed away; and the said Company shall be obliged to make a Recompence only for the Residue of the said Marsh Lands, which may be destroyed as aforesaid.

It shall not be lawful for the Company, or their Under-tenants, &c. at any Time hereafter, to build Cottages on the said Pieces of Marsh Land, containing three Acres, and five Acres, or on the Banks or Forelands on either Side of the new Cut, or on the Foreland of 20 Feet in Breadth herein-before declared to be vested in the Company, without the Licence of the Lord of the Manor within which the same shall lie, first obtained in Writing under his Hand and Seal; and the said Company, &c. shall not have any right of Common on the said common Salt Marshes, as appendant to the Soil of the new Cut, or the Banks or Forelands thereof, &c.

This Act shall not extend to prejudice the Proprietors, of any Royalities and Liberties of Fishing and Fowling upon the River, &c.

Nothing herein, or in the said Act of 6 Geo. II. contained, shall extend to hinder *Sir John Glynn*, Owner of the Castle and Manor of *Hawarden*, or his Heirs, from enjoying all such Rights and Privileges, Royalities and Jurisdictions, as he or his Ancestors might have done, in Case this or the said former Act had never been made; so that such Rights, &c. do not infringe on the Right and Powers given the Undertakers by the said Act. P. 607.

Nothing in this Act shall affect any Right or Property that *John Tbeedam*, of the *inner Temple, London*, Gent. his Heirs, &c. hath or have to the White Sands, Lands, and Hereditaments in the former Act of 6 Geo. II. mentioned; but the said Rights, &c. shall remain to him, his Heirs, &c. for ever, as if this Act had never been made.

No Person shall hang any Net or other Engine in, over, or across the Channel of the said River, or fix any Stakes in the same, or on the Banks thereof, to the Prejudice of the Channel, or Hindrance of the Navigation.

Nothing in this Act contained shall take away or lessen the Powers given by the said Act of 6 Geo. II. to the Commissioners appointed in Pursuance of the said Act



Act; but they shall have the same Powers and Authorities as they had before the making this Act; and all other Clauses and Things in the said Act of 6 and 14 Geo. II. which are not hereby repealed or varied, are ratified and confirmed.

17 Geo. II.  
P. 609.

All Actions and Suits at any Time heretofore commenced or prosecuted in any Courts of Law or Equity, between the Mayor and Citizens of the said City, and the Company, or between any of the Merchants and Traders of the City, or other Persons, and the said Company, relating to any of the Matters aforesaid, and depending at the Time of passing this Act, shall immediately cease and be discontinued; and no Actions or Suits shall be hereafter commenced or carried on by the Company against the Mayor and Citizens of the said City, in Respect of the Use or Occupation, or of the Rents or Profits of such Part of the Road, as by the said Act of 6 Geo. II. was vested in *Nataniel Kinderley*, his Heirs, &c. antecedent to the said 25th Day of May, 1744, or against any of the Merchants or Traders of the City of *Chester*, or any Persons, on Account of any Sums of Money due for any of the Duties or Tonnage made payable by the said recited Act of 6 Geo. II. and hereby repealed, as aforesaid, or upon any Security given for the same.

P. 610.

All Actions commenced for any Thing done in Pursuance of this Act shall be brought within twelve Months after the Fact committed, and laid in the County where the Cause of Action shall arise, &c.

26 Geo. II.

This Act shall be deemed a publick Act, &c.  
This Act recites the former, and confirms an Agreement entered into between the Company, *Sir John Glynn*, and others, as to Right of Common and other Affairs; and likewise as to Allowance of a certain Sum of Money to *Sir John Glynn*, for making a new Bank with one or more Sluices, and to keep the same in Repair; and likewise impowers the Company to make a Call not exceeding 20 per Cent. more than was allowed by the last Act.

#### LOYNE or LUNE, and LANCASTER.

23 Geo. II.  
P. 259.

The Preamble sets forth, That the Town of *Lancaster* in the County Palatine of *Lancaster*, from its great and extensive Commerce to the *West Indies*, and other foreign Parts, is now become a very considerable Port, and has, for some Time past employed and maintained great Numbers of Ships and Mariners, to the great Advancement of the Revenue, and the Improvement of the Trade and Navigation of this Kingdom: And that the Navigation of the River *Loyne* (otherwise call'd *Lune*) is become very difficult and dangerous; and that the only Place near the Town, where Ships can be moored and discharged, is, by Reason of the Shoals, and other Obstructions in the Soil of the River, become very unfit and unsafe for that Purpose, inasmuch that many Ships and Vessels stationed there have been overfet and damaged: And it is conceived to be highly necessary for the Benefit and Improvement of the said Navigation, that a Quay or Wharf, with other conveniences, should be built on the South West Side of the River, and that Buoys should be placed at the Entrance into, and in other Parts of the River, and Land-Marks erected for directing of Ships; and that a Place of Safety should be made for the Harboursing and Protection of the Shipping, near the Mouth of the River: And that the Rev. *James Fenton*, L.L. D. Vicar of the Parish Church of *Lancaster*, is, in Right thereof, seized of divers Parcels of Land and Ground, which are commodiously situated for the Purpose aforesaid; and that the Right Rev. *Samuel*, Lord Bishop of *Chester*, the Ordinary, *Edward Marton*, Esq. Patron of the Advowson of the Vicarage of the said Church, and the said *James Fenton*, the present Incumbent, have respectively agreed, that the said Parcels of Ground shall be disposed of, for the Purposes herein-after-mentioned, subject to the Rents, Reservations, and Restrictions herein-after expressed: Wherefore, for promoting and carrying on a Design so beneficial, It is enacted that all that Parcel of Land, being Part of a certain Close, called the *Bridge Field*, belonging to the Church of *Lancaster*, and containing three Roods, and thirty-two Perches; and also that Parcel of Land, being Part of another Close, called the *Hay Field*, belonging also to the said Church, and containing thirty-two Perches; and also that Parcel of Land called the *Summer Pasture*, belonging also to the said Church, and containing about three Acres, five Roods, and

P. 261.



thirty-two Perches, situate and contiguous to the South-West Side of the River *Loyne*, with their Rights, Members, and Appurtenances, shall, from and after 28 April, 1750, be vested in *Abraham Rawlinson*, *William Butterfield*, and *John Bowes*, Merchants of *Lancaster*, their Heirs and Assigns, absolutely discharged of all Claims, &c. from the said *James Fenton*, and his Successors, Vicars of the said Parish Church, for ever; to the Uses and Trusts herein-after mentioned, viz. to the Intent that the said *James Fenton*, and his Successors, Vicars of the said Church, shall enjoy, out of the same Premises, the annual Rent of 14*l.* 14*s.* free of all Deductions whatever, by four Quarterly Payments, to be made on May 1, 23 *Gen. II.* August 1, November 1, and February 1, in every Year, for ever; the first Payment P. 262. to be made on May 1, 1750. And, if the said annual Sum shall be unpaid for twenty Days after any of the Times before limited for Payment thereof, the said Vicar, and his Successors, may enter and distrain upon the Premises, and make Sale of the Distress, and receive the Issues, till the said Rent, and all Arrears, with the Costs and Charges, and all Damages, be fully paid.

The Parcels of Land before mentioned and described shall go to the Use of the said *Abraham Rawlinson*, *William Butterfield*, and *John Bowes*, their Heirs, &c. in Trust, that the same be employed as a Quay or Wharf, and for such other Purposes, and under such Directions, as are herein-after prescribed.

When any of the Trustees, in whom the Lands are vested, shall die, the Commissioners and Trustees, appointed for other Purposes of this Act, are to nominate another, &c.

The Commissioners and Trustees appointed for the Purposes herein-after mentioned, are to cause the Parcels of Ground aforesaid to be divided from the other Parts of the Vicarage Lands by a good and sufficient Stone Wall, two Yards high above the Ground, next the Church, to be built with Lime and Sand, and to extend from a Stile, to be in like Manner built and made, at their Expence, to the End of a Garden Wall (adjoining to the Town of *Lancaster*) now belonging to *Mary Majon*, Widow, through and over the *Bridge Field* and *Hay Field*, to the Fence that divides the *Hay Field* from the *Summer Pasture*; and they are to keep up and repair (as often as Occasion requires) the said Fence, Wall, and Stile, and all the Hedges, Ditches, Mounds, and Fences, separating the Lands settled by this Act from the rest of the Vicarage Lands, so as to prevent any Trespasses or Damages to be done to the said Vicar or his Successors; and they are also to cause a sufficient Watering Place, or Reservoir of Water, to be made in such convenient Part in the said *Bridge Field* (not settled by this Act) as the said *James Fenton* shall appoint, for watering the Cattle, depasturing in the Vicarage Lands; and in Case of any Overflow thereof, the Waters are to be turned into the River *Loyne*, at their Expence, upon Application made to any of them for that Purpose, so as to prevent any Damage to be done to the said Lands; and upon their Refusal or Neglect so to do, the Vicar and his Successors may turn off the said Water or Watering Place into the River, by such Ways, and in such Manner, as he shall think proper. P. 263.

The Occupiers of such Parts of the Vicarage Lands as are not settled by this Act, shall have the Liberty of taking Sand all along the Close called the *Summer Pasture*, betwixt the Banks thereof and the Low-Water Mark in the River *Loyne*, in order to cultivate the said Lands, with free Liberty of Ingress and Regress for that Purpose; and of driving their Cattle, depasturing in the Vicarage Lands, over the *Summer Pasture*, to Water; the Ways for these Purposes to be appointed by the Commissioners and Trustees, and by the Vicar; and, upon their Refusal or Neglect to comply therewith, the Vicar may appoint such Ways for the Purposes above as he shall think proper, and he and his Tenants may make Use thereof; and the Vicar (until the Division-Wall above described is built and finished) is to have the Herbage of such Parts of the said *Bridge Field* and *Hay Field*, as are above mentioned, and intended to be allotted to the Quay; and no Doors or Ways P. 264. are to be opened through the Division-Wall or Fence, without the Licence of the Vicar for the Time being.

The Mayor of *Lancaster* for the Time being, *Francis Reynolds*, Esq. and *Mar- ton*, Esqrs. &c. are appointed Commissioners and Trustees for executing the Powers and Purposes of this Act, until the first Wednesday in May, 1755, &c.

Such

23 Geo. II.  
P. 266.

Such Merchants or other Persons as shall, in his or their own Right for the Time being, be possessed of a Sixteenth, or other greater Part of any Vessel of the Burthen of fifty Tons or upwards, then actually belonging to the Town or Port of *Lancaster*, are impowered to meet at the Exchange on the first *Wednesday* in *May*, 1755, and so on every first *Wednesday* in the said Month, in every third Year, for ever, and nominate sixteen substantial Inhabitants of the Town, to be joined with the Mayor for the Time being, to be Commissioners and Trustees for building a Quay or Wharf, with all other necessary Works and Conveniences upon the Premises settled by this Act, and for letting or otherwise disposing of the same for the Advantage of the said Navigation; and for making Places of Security by erecting Piers or Moles at the Mouth of the River for the Preservation of the Shipping, and for doing all Matters and Things which they shall think requisite for improving the Navigation of the said River *Loyne*, and for the other Purposes of this Act.

P. 267.

From and after the 30th of *April*, 1750, there shall be paid unto the Commissioners and Trustees, or their Collectors, for the Term of twenty-one Years, for every Vessel coming into or going out of the River *Loyne*, between *Lancaster Bridge* and the *Perch* at *Cockersand Abbey* (Ships of War, and other Vessels in his Majesty's Service, and Ships driven in by Strefs of Weather, and not lading or unlading within the Port, and Ships laden with Coal or other Fuel, only excepted) the several Duties of Tonnage following, viz.

P. 278.

N.B. The Reason of this advanced Number is because this was put in a Schedule after the Act.

For every Ship or Vessel coming into or going out of the Port of *Lancaster*, and trading to or from any Port or Place in *Europe* within the *Straits* or *Mediterranean Sea*, or in *Africa*, *America*, or *Greenland*, 1s. for every Ton of the Burthen of such Ship.

For every Ship or Vessel coming into or going out of the said Port, and trading to or from any foreign Port or Place in *Europe* (except *Ireland*, the *Isle of Man*, and the *Straits*, or *Mediterranean Sea*) 8d. for every Ton of the Burthen of such Ship.

For every Ship, Vessel, Bark, or Lighter, coming into or going out of the said Port, and trading to or from any Port or Place in *Great-Britain*, situate South of *Holyhead*, or North of the *Mull of Galloway*, 6d. for every Ton of the Burthen of such Ship or Vessel.

For every Ship, Vessel, Bark, or Lighter, coming into or going out of the said Port, and trading to or from any Port or Place in *Ireland*, to the *Isle of Man*, 4d. for every Ton of the Burthen of such Ship or Vessel.

For every Ship, Vessel, Bark, or Lighter, coming into or going out of the said Port, and trading to or from any Port or Place in *Great-Britain*, North of *Holyhead*, or South of the *Mull of Galloway*, 2d. for every Ton of the Burthen of such Ship or Vessel.

And for every Ship, Vessel, Bark, or Lighter, coming in Ballast into the said River *Loyne*, and not lading or unlading within the said Port, for every Ton one fourth Part of the Rates charged on any Ship or Vessel of the same Burthen.

The Duties are to be paid at such Time and Place as the Commissioners and Trustees shall appoint; but no Vessel is liable to pay the Duties inwards and outwards for the same Voyage.

P. 268.

All Vessels, subject to the Payment of the said Duties, are to be measured according to the Rules of Admeasurement laid down in the Act of 6 Geo. I. intitled, *An Act for preventing Frauds and Abuses in the publick Revenues of Excise, Customs, &c.* and the Duties of Tonnage are to be computed accordingly.

After the Expiration of the Term of twenty-one Years, one Moiety of the said Duties is to cease, and the other Moiety is to be continued, and paid in the Manner aforesaid, for keeping the Quay and other Works in Repair.

P. 269.

No Officer of the Customs of the Port of *Lancaster* shall clear any Vessel until the Master produces a Certificate of the Payment of the Duties of this Act, &c.

The Commissioners and Trustees are impowered to make Bye-Laws, &c. and to contract *bonâ fide* for building the Quay, &c.

The Commissioners, &c. are impowered to borrow a Sum not exceeding 2000l. on the Duties, at 5 per Cent. per Ann. wherewith to make the new intended Quay, &c.

The Collectors are empowered to go on board any Vessel to measure her, and demand the Duties, and for Non-Payment, &c. may detain; and, after ten Days, sell the Distress, &c. 21 Geo. II. P. 274.

All Persons who shall have any Business to transact upon the said Quay or Wharf in the Mercantile Way or otherwise, and for the Benefit of lading and unlading Vessels on the South West Side of the River *Loyne*, may pass and repass freely through the Custom-house Yard with Carriages, and otherwise, to and from the said Quay, as need shall require.

The Commissioners, &c. for the unlading any Vessel that may come on Ground on the *Seale Ford*, or on the Shoals thereabouts, may open a Road out of the *Summer Pasture* aforesaid, over *Lancaster Marsh*, over which all Persons in the mercantile Way may pass and repass with Carriages, as Occasion shall require, to and from the Quay at *Lancaster*. P. 479.

The Commissioners, &c. may agree for the Purchase of the Weigh-house, standing in the Custom-house Yard, with the Appurtenances; and use the Site and Soil thereof, for the making the new Quay aforesaid, and dispose of the Materials for such Purposes as they shall think requisite.

The Commissioners, &c. may contract for the Purchase of the Lands, Tenements, and Hereditaments, which shall be adjudged necessary and convenient for the Purposes aforesaid, &c. And this Act shall be deemed a publick Act, &c.

## S O U T H W O U L D.

The Preamble sets forth, that there had been, for Time immemorial, a Sea Port or Harbour for Shipping at *Southwold*, in the County of *Suffolk*, which is situated very conveniently, not only for the Preservation of Vessels navigating in the *British Seas*, but also for the Importation and Exportation of many useful Commodities, and for the Benefit of Trade in general; but that the Road lying before the said Port is so obstructed with Sand, as to prevent laden Vessels, except such as are of a very small Burden, from passing into or out of the Harbour; to the End therefore the said Harbour may be opened, and made commodious for Shipping, and be of publick Utility to the Trade and Commerce of this Kingdom, It is enacted, that from the 25 of *March*, 1747, for the Term of twenty-one Years, and from thence to the End of the then next Session of Parliament, there shall be paid unto the Commissioners and Trustees for the Purposes of this Act, or to such Person as seven of them shall appoint, under their Hands and Seals, the Rates and Duties herein-after mentioned, for and towards the Opening, Cleansing, Scouring, Widening, Deepening, Repairing, and Improving, &c. the said Harbour, viz. P. 434.

For every *English Ship* or Vessel, which shall sail into the said Harbour and shall neither lade nor unlade there, the Sum of 1*d*. 2*q*. per Ton, according to their light Bills. P. 435.

For every Chaldron of Coals, Culm, and Cinders, exported or imported, laid on board of, or landed or discharged out of, any *English Vessel* in the Port of *Southwold*, the Sum of 1*s*.

For every Last of Wheat, Rye, Barley, Malt, Oats, and other Grain, exported or imported, &c. in any *English Vessel*, the Sum of 1*s*.

For every Ton of Rock Salt, exported or imported, &c. in any *English Vessel*, the Sum of 1*s*.

For every Hoghead of Wine, Brandy, Rum, or other spirituous Liquor, exported or imported, &c. in any *English Vessel*, the Sum of 1*s*.

For every Ton of Chalk, imported there to be burnt into Lime, for any other Purpose than that of manuring Land, the Sum of 1*d*.

For every Firkin of Butter, and for every Weigh of Cheese, exported or imported, the Sum of 1*d*.

For every Ton of Grocery Wares, and other Goods, Wares, and Merchandizes, Fish, Butter, and Cheese, only excepted exported, or imported, &c. in any *English Vessel*, the Sum of 1*s*. 6*d*.

For every Ton of Lead, exported or imported, &c. in any *English Vessel*, the Sum of 1*s*.

21 Geo. II.  
P. 433.

For every greater or less Quantity of any of the said Goods or Merchandizes than what are before-mentioned, proportionably to the Prices herein-before set.

For every foreign Vessel which shall sail into the said Harbour, and shall not lade or unlade there, and for all Goods, Wares, and Merchandizes, which shall be exported or imported, laden on board of, or discharged from out of, any such Vessel in the said Port, double the Duties herein-before laid.

Which Sums shall be paid at the landing or shipping off the said Commodities; and, in Default thereof, the Collector of the said Duties may go on board and distrain such Vessel, with her Tackle and Furniture, or the Goods and Merchandizes, or any Part thereof, and make Sale of the same; and no Custom-house Officer shall clear any Vessel, till the Master produces a Certificate of having paid the Duties, &c.

P. 434.

The Monies collected, after deducting the Expences of obtaining this Act, shall be employed for the Opening, Cleaning, Scowering, &c. of the said Haven and Harbour, and for opening any Rivers or Creeks for letting in Streams of Water to drive the Sand and other Obstructions out of the Harbour, and for keeping it open, clear, and in good Repair, and shall not be diverted to any other Use, except the Charge of collecting the same, which shall not exceed 6d. in the Pound.

In Order to raise Money sufficient for the speedy cleaning, &c. the said Haven and Harbour, the Majority of the Trustees may mortgage the Profits arising by the Duties for such Sums as they shall borrow for that Purpose, &c.

P. 435.

The Bailiffs of the Borough of *Southwold*, for the Time being, and *Sir John Rous*, *Sir Charles Blois*, *Sir Robert Kemp*, Barons, &c. shall be Commissioners and Trustees for the Execution of this Act.

This Act shall be deemed a publick Act, &c.

#### BORROWSTOUNNESS.

17 Geo. II.  
P. 439.

The Town of *Borrowstounness*, in the County of *Linlithgow* in *Scotland*, is very well situated for carrying on foreign and coasting Trade, for the Benefit of the Country thereabouts in general, and of the said Town in particular, there being many Coal and Salt Works very near, but these Advantages cannot be obtained, unless the Harbour, which is now in a ruinous Condition, be effectually repaired and made commodious for all such Persons as shall make Use of the same, which will require a very considerable Sum of Money, and the Town hath no Revenue to answer the Expence thereof; It is therefore enacted, that, after the first Day of *June*, 1744, for the Term of twenty-five Years, and to the End of the then next Session of Parliament, there shall be laid a Duty of two Pennies Scots, or one sixth Part of a Penny Sterling, over and above the Duty of Excise payable to his Majesty, &c. upon every Scots Pint of Ale and Beer, that shall be brewed, brought in, tapped, or sold within the said Town of *Borrowstounness*, or the Liberties thereof; and that the said Duty shall be made payable by the Brewers for Sale, or Sellers of all such Ale and Beer, to *James Main*, *James Castles*, *William Muir*, &c. who are hereby appointed Trustees for deepening, rebuilding, and improving the said Harbour and Piers, and also for putting in Execution all other the Powers by this Act given; and the Money so to be collected, shall be vested in the said Trustees and the Survivors of them; and shall be applied to the several Purposes aforesaid, the reasonable Charges of passing this present Act being first deducted.

P. 440.

The Trustees have a Power to mortgage the Duties for raising of Money, &c.

#### ELLENFOOT.

22 Geo. II.  
P. 201.

The Preamble sets forth, that the Harbour of *Ellenfoot*, in the County of *Cumberland*, though situated very conveniently for the Coal Trade carried on in that County, is not, in its present Condition, capable of receiving and harbouring Vessels sufficient for that Purpose; but, in Case a new Pier and other Works were erected, it might be made a proper and sufficient Harbour for the Reception and Safeguard of Vessels navigating in those Seas; which would not only be a Means of extending the said Coal Trade; but would contribute also

P. 204.

to the Increase of his Majesty's Customs, and the Improvement of Trade and Navigation in general; but, as a sufficient Sum of Money cannot be raised to defray the Expences thereof, without the Aid and Authority of Parliament,

It is enacted, that, from and after the 25th of March, 1749, during the Term of twenty-one Years, there shall be paid to the Commissioners and Trustees herein after named, their Collectors or Deputies, viz. *Humphrey Sinkhouse*, Esq; and the Lord of the Manor of *Ellenborough* for the Time being, *Sir Charles Windham*, &c. for and towards the amending, enlarging, deepening, and cleansing the said Harbour, and erecting a Pier, and other proper Works, and maintaining and repairing the same, the Rates and Duties following, viz. By every Proprietor of Coals, his, her, or their principal Servant or Agent, employed in shipping any Coals on board any Vessel in the said Harbour 2d. for every 192 Gallons, to be paid within ten Days after such Coals are shipped; and also by every Master of any Ship that shall load or take any Coals on board there, 2d. for every 192 Gallons; and, from and after the Expiration of the said Term of twenty-one Years, 1d. for every 192 Gallons of Coals that shall be shipped there, to be paid by the Master of the Vessel; the said respective Sums of 2d. for twenty-one Years, and 1d. afterwards, for so long Time as the said Harbour and other Works provided for by this Act, shall be kept up in good Repair, to be paid by the Master of the Vessel upon reasonable Demand, after shipping the said Coals, and before such Ship goes out of the Harbour, or proceeds on her Voyage.

21 Geo. II.  
P. 105.

From and after the 25th of March, 1749, during the Term of twenty-one Years, the Master, &c. of any Vessel, not taking on board a Lading of Coals, shall pay 6d. per Ton, according to her Tonnage, for such Ship upon her Arrival in the said Harbour, from *Great-Britain* or *Ireland*, or the *Isle of Man*; the Tonnage to be ascertained in the Manner described by an Act of 5 and 6 Will. and Mar. intitled, *An Act for granting to their Majesties several Rates and Duties upon Tonnage of Ships and Vessels, and upon Beer, Ale, and other Liquors, for securing certain Recompences and Advantages in the said Act mentioned, &c.*

Four Pence per Ton shall be paid by the Master of every Vessel which, during the Term aforesaid, shall be driven by Strefs of Weather into the Harbour of *Ellenfoot*, or shall come there for Security or Preservation; and shall not take in a Lading of Coals; and, after the Expiration of the said Term of twenty-one Years, one third Part of the Duties rated upon the Tonnage of Ships shall be paid in Manner aforesaid, for so long Time as the Harbour and other Works shall be kept in good Repair.

P. 106.

The Monies received shall be applied towards amending, enlarging, deepening, and cleansing the said Harbour, and keeping the same and the Pier, and other Works, continually in good Repair; and shall not be employed to any other Use, &c.

P. 107.

If the Duties payable by the Proprietors, who shall ship any Coals aboard any Vessels at *Ellenfoot*, shall not be paid within ten Days after shipping thereof, the Collector, by Warrant from two or more Commissioners, may distrain all such Coals, &c. and sell them in three Days, deducting the Duties, &c.

P. 108.

If the Collector and the Master of any Vessel, charged with the said Duties, cannot agree about and adjust the Tonnage, the Collector may, at all Times convenient and seasonable, enter into and admeasure such Ship, according to the Directions of the Act referred to, which Admeasurement shall be the Rule to charge the Vessel then, and at all Times afterwards; and if any Master, taking in Coals as aforesaid, shall not, upon reasonable Demand, pay the Duty; and if any Master of a Vessel, chargeable according to the Tonnage thereof, shall not upon like Demand, after the said Tonnage is agreed unto or ascertained, pay the Duty, the Collector may distrain any Tackle, Apparel, or Furniture, in, upon, or belonging to such Vessel, and sell the same within three Days, deducting the Duties, and Charges, &c.

P. 109.

No Officer whatsoever of his Majesty's Customs shall clear any Vessel, until the Master produces a Certificate of having paid the Duties, &c.

P. 110.

The Commissioners, or seven of them, may contract with any Workmen, &c. *bonâ fide*, for doing all other Part of the Work, and are empowered to appoint the

P. 111.

the



the Place for building the Pier, and enlarging the Harbour, upon such Ground adjoining to the River *Ellen*, or the South West Side nigh *Ellenfoot*, as they shall think most convenient and necessary, &c.

For the more speedy completing the said Works, the Commissioners, or seven of them, are empowered to borrow, at 5 per Cent. Interest, any Sum not exceeding 2000*l.* Sterling; and to assign over the Duties, by Indenture under the Hands and Seals of nine of them, as a Security for Repayment of the Principal and Interest.

22 Geo. II.  
P. 218.

The Money so borrowed shall be applied by the Commissioners, in the first Place, for discharging so much of the Expences attending the obtaining an Act for the amending and repairing the said Pier and Harbour, as shall be deficient; and afterwards for the enlarging, cleaning, and repairing, &c. the said Pier and Harbour of *Ellenfoot*.

If the Duties of 2*d.* for ever, 192 Gallons of Coals, to be paid by the Proprietors, and by the Masters of Ships, and also the Duties upon Tonnage, respectively granted for twenty-one Years, shall raise the principal Money and Interest provided for, and to be borrowed on the Credit of this Act, and also the Charges of collecting the said Duties, before the End of the Term of twenty-one Years, then the said several Duties shall cease; and from thenceforth, or from the Expiration of the said Term of twenty-one Years, which shall first happen, only the Duty of 1*d.* for every 192 Gallons of Coals, as aforesaid, and one third Part of the Duties on Tonnage, shall continue as aforementioned, to be applied for repairing, cleansing, and maintaining the said Pier and Harbour, &c.

#### WEYMOUTH and MELCOMBE REGIS.

22 Geo. II.  
P. 499.

The Preamble sets forth, that the Mayor, Aldermen, Burgesses, and Commonalty of the Borough and Town of *Weymouth* and *Melcombe Regis*, in the County of *Dorset*, have, for Time immemorial, received, and been entitled to receive, petty Customs, or Wharfage Duties, upon the Importation and Exportation of all Goods and Merchandizes into, and out of, the Harbour of *Weymouth* and *Melcombe Regis*, and also Harbour Dues and Ballast Duty, which several Duties have been constantly under the Management of the Mayor, Aldermen, &c. of the said Town, as Trustees and Managers, and have been applied for repairing the Harbour, Quays, Wharfs, and other publick Buildings and Works, within the said Borough and Town: And whereas of late Years several Persons have refused to pay the said Duties, and have been induced thereto by Means of the great Difficulties in supporting, by strict and legal Evidence, prescriptive Claims and Rights to Duties on each particular Species of Goods, and the precise Sums payable for the same; and although the said Corporation, in Support of their Right, have brought several Actions, and obtained Verdicts of Damages, by which their Right in general hath been established; yet, by the Expences in carrying on such Suits, and the many Evasions and Refusals of Payment, the Fund for repairing the said Harbour, Quays and Wharfs, and other publick Buildings and Works, hath been considerably lessened; and the said Wharfs, &c. will be entirely destroyed, if not timely prevented: For Remedy whereof, It is enacted, that, from and after the 24th of *June*, 1749, the respective Rates, Duties, and Customs, enumerated in the Schedules hereunto annexed, shall be paid by all Persons whatsoever, on the Importation and Exportation of all Goods, Wares, Merchandizes, and Commodities, into and out of the said Harbour of *Weymouth* and *Melcombe Regis*, and for all Vessels coming into the said Harbour, to the Mayor, Aldermen, &c. of the said Town and Borough; and no other Rates whatsoever, either under the Denomination of or under a Claim to a Wheelage Duty or otherwise; and the said Schedules are to be deemed as Part of this Act; and the said Corporation are empowered to meet, from Time to Time, and to appoint, under their Hands, a Collector of the Rates, a Quay-Master, and a Treasurer, and to remove them at Pleasure; and also to appoint each of the said Officers such a reasonable Salary, as they shall think proper, out of the Rates, not exceeding 2*s.* in the Pound of the Money respectively received by them.

P. 500.

P. 501.



The said Magistrates shall be answerable for the Acts and Receipts of the said <sup>22</sup> *Ch. 11.* Officers, and shall take Security of each of them, &c. <sup>P. 504.</sup>

The Collectors and Treasurers shall keep Books, and the said Magistrates shall meet yearly, on the Friday next after the 24th of June, between Eight and Twelve in the Forenoon, in the Guild-Hall of the Town of Weymouth and Melcombe Regis, or oftener if they shall think fit, and shall then summon the said Officers, and audit their Accompts, &c.

The Duties and Customs imposed by this Act, upon Importation, may be <sup>P. 503.</sup> demanded by the said Magistrates, their Collector, &c. either of the respective Proprietors, or from the Keeper of any Warehouse wherein the Goods shall be deposited, upon the first Landing, or to whom the same shall be delivered, or who shall take Charge thereof, or shall carry off the same from the Wharfs or Quay, at the Election of the Persons authorized to receive the same; and also the Duties and Customs upon Exportation of Goods, except for such Stone only as shall be taken out of one Vessel into another in the said Harbour, may be demanded from the Waggoner, Carter, Carrier, or other Persons bringing or delivering the same on board, at the Option of the Receiver of the said Rates: <sup>P. 504.</sup> and also the Duties upon Vessels, coming into the said Harbour, and for such Stone as shall be taken out of one Vessel into another in the said Harbour, may be demanded of the Masters, or Persons having Charge of such Ships.

On Non-payment of the Rates within twenty-four Hours after Demand, the said Magistrates are impowered to sue for and recover the same by Action of Debt, Bill, Plaint, or Information, in any of the Courts of Record at Westminster, &c.

All Masters of Vessels, coming into or going out of the said Harbour, shall, as soon as conveniently may be, deliver to the Collector, at his Request, his Wharfage Bill, or a true Account of all Goods on board, and shall permit him to take a Copy thereof, at his own Expence, under Penalty of forfeiting 5*l.* for <sup>P. 505.</sup> every such Offence, &c.

The Quay Masters, for the more commodious lading and unlading Vessels, or taking in or casting out Ballast, shall order all Masters, and other Persons having Charge of any Vessels, lying in the said Port or Harbour, to station, anchor, and moor the same, in such proper Births, near unto or adjoining the said Wharfs or Quays, as they shall appoint; and if any Master of any Vessel shall refuse to comply with such Orders, he shall forfeit 40*s.* &c.

As often as any Damage shall happen to be done to the Bridge, Wharfs, or <sup>P. 506.</sup> Quays, by any Vessel breaking loose from its Moorings, through Default of the Mariners; the Mayor, &c. or any three of them, upon the same being notified to them upon Oath, shall detain such Vessel till the Damage be ascertained and adjusted by three indifferent Persons upon Oath; and, if it shall appear to them that the Damage has been done through wilful Default or Neglect, they shall liquidate the Sum payable for the same, and return their Adjudication, signed by them, unto the Mayor, &c. who shall thereupon summon the Master of such Vessel, and demand Payment; and, upon Non-payment thereof, within three Days after Demand, they shall distrain the Vessel, and all her Tackle, Apparel, and Furniture; and, within three Days after, Payment not being then made, the Collector, or Quay Master, by a written Order from the Mayor, &c. shall sell <sup>P. 507.</sup> the same, &c.

All the Monies to be raised by this Act, and all Penalties and Forfeitures, shall be applied in cleansing and keeping the Harbour in Order, and for keeping the Bridge, Wharfs, Quays, and other publick Buildings and Works within the said Borough and Town in Repair, as the said Magistrates shall think requisite.

None shall be exempted from keeping such Wharfs or Quays in Repair, which they were obliged to, by Tenure or Usage, &c. before the making of this Act.

This Act shall be deemed a publick Act, &c.

*The first Table or Schedule referred to, viz. Of Petty Customs, or Wharfage Duties, payable by Virtue of this Act.*

22 Geo. II.  
P. 509.

For every Chaldron, *Winchester* Measure, of Coals, Culms, Cinders, Grind-Stones, and other Goods, paying Duties to the King by the Chaldron, which shall be imported into, and exported from, the said Harbour of *Weymouth* and *Melcombe Regis*, 2*d*.

For every Ton of Tobacco-Pipe Clay, Bushel Iron, and Stone, except such Stone as shall be taken out of one Vessel into another in the said Harbour, 3*d*.

For every Ton of Salt, Plaster of *Paris*, Terras, Marble, Lead, Cast and Bar-Iron, and all other Goods, paying Duty or Freight by the Ton, 6*d*.

For every Load of Fir Timber, 3*d*.

For every Load of Walnut and Mahogany Timber and Plank, 1*s*.

For every Load of Oak Timber, or other Timber, Trenals, Hoops, or other converted Timber, 4*d*.

For every Hundred of Spars and Ufers, 4*d*.

For every Hundred of Waincot Boards, twelve Feet in Length, and one Inch thick, and so in Proportion, 1*s*.

For every Hundred of double Deals, 9*d*.

For every Hundred of single Deals, 6*d*.

For every Hundred of Pipe-Staves, 2*d*.

For every Hundred of Hoghead-Staves, 1*d*. 2*q*.

For every Hundred of Barrel-Staves, 1*d*.

For every Bushel of Clover-Seed, 2*q*.

P. 510. For every Quarter of Malt, Barley, and Oats, 1*d*.

For every Quarter of Wheat, Peas, Tares, Beans, and all other Grains and Seeds, 1*d*. 2*q*.

For every Load of Flour or Meal, 10*d*.

For every Load of Bran, 3*d*.

For every Hoghead of Beer, Cyder, and Vinegar, 1*d*. 2*q*.

For every Hoghead of Brandy, Rum, Arrack, and other Spirituous Liquors, 4*d*.

For every Hoghead of Wine, Oil, or other Liquors, 3*d*. and so in Proportion for larger or smaller Casks.

For every Hoghead of Melasses, containing a Hundred Gallons, and of Fuller's Earth and Whiting, 6*d*.

For every Hoghead of Tobacco, 8*d*.

For every Butt of Currants, and every Hoghead of Sugar, and other dry Goods, 1*s*.

For every Tierce of Sugar, or dry Goods, 8*d*.

For every Barrel of Pitch or Tar, 1*d*.

For every Barrel of Groceries, or other Goods, contained in Barrels of twenty Gallons, 2*d*. and for smaller Casks, 1*d*.

For every Crate, Hamper, and Chest of Glasse, and fine earthen Ware, and for every Load of coarse earthen Ware, 4*d*.

For every Bundle, Bale, Pack, or Parcel of Linen or Woollen, 2*d*. per Hundred Weight, and so in Proportion for a greater or lesser Quantity.

For every Hundred Weight of Rice, Logwood, Allum, Shot, Cordage, Hemp, and Flax, 3*q*.

For every Hundred Weight of Raisins, Prunes, and Figs, 1*d*.

For every Hundred Weight of Spices, Hops, Gunpowder, Cotton, Wool, Cheese, Butter, Tallow, Colours, Nails, Chains, wrought Leather, wrought Iron, Braziers' and Pewterers' Wares, and all other Goods paying Duty or Freight by the Hundred Weight, 2*d*.

For every Chest of Oranges or Lemons, 1*d*.

2. 511.

For every Hundred Feet of paving Stones, 4*d*.

For every Thousand of Tiles, Bricks, or Clinkers, and Firkin Staves, 3*d*.

For every Thousand of Slates, 1*d*. 2*q*.

For every Gros of Bottles, either Stone or Glasse, 3*d*.

For all Goods not here enumerated, one twelfth Part of what the usual Freight is, or shall hereafter be, from *London* to the Port of *Weymouth*.

*The second Table, or Schedule, referred to, viz. Of Harbour Dues, and Ballast Duties, payable by Virtue of this Act, by, or from the Master of every Ship or Vessel, or the Person having Charge of the same.*

For every British Ship or Vessel, not belonging to the Inhabitants of the said Borough and Town, which shall lade or unlade in the said Harbour, 2s.

For every such Ship or Vessel, which shall sail into the said Harbour, and neither lade nor unlade there, 1s. 6d. and so in Proportion for Parts of Ships or Vessels not belonging to such Inhabitants.

For every Ship or Vessel belonging to Inhabitants of the said Borough and Town, which shall lade or unlade in the said Harbour, 1s. and so in Proportion for Parts of Ships or Vessels belonging to such Inhabitants.

For every foreign Ship or Vessel which shall sail into the Harbour, and neither lade nor unlade there, 3s.

For every such Ship or Vessel which shall lade or unlade there, 1d. per Ton, according to their light Bills.

For every Ton of Stone taken out of one Vessel into another in the Harbour, 1d. 2q.

For every Ton of Ballast taken into any Ship from the Quay, or otherwise, in the Harbour, 1s. 2s. 11.  
P. 512.

For every Ton of Ballast put out of any Ships on the Quay, 4d.

For every Ton of Ballast put out of one Ship into another in the Harbour, 2d.

For every Ton of Ballast taken on board any foreign Ship or Vessel, either from the Quay, or in the Harbour, 2s.

For every Ton of Ballast put out of such Ship or Vessel, 8d.

#### RAMSGATE and SANDWICH.

The Preamble sets forth, that frequent Losses of the Lives and Properties of his Majesty's Subjects happen in the Downs, for Want of a Harbour between the North and South Forelands, the greatest Part of the Ships employed in the Trade of this Nation being under a Necessity, at going out upon, as well as returning from their Voyage, to pass through the Downs; and frequently, by contrary Winds, being detained there a long Time, during which they, especially the outward-bound Ships, are exposed to violent Storms and dangerous Gales of Wind, without having any sufficient Harbour to lie in or retreat into, or from whence they can receive any Assistance; and as a Harbour may be made at the Town of Ramsgate, convenient for the Reception of Ships, of and under 300 Tons Burden, and from whence larger Ships in Distress in the Downs may be supplied with Pilots, Anchors, Cables, and other Assistance and Necessaries; and, by the smaller Ships taking Shelter in this Harbour, the larger Ships may take the Anchorage, which, at present, is occupied by the smaller, and by that Means their Anchors will be fixed in more holding Ground, and the Ships not so exposed to the Ocean: For carrying therefore a Work of such Publick Utility into Execution, *It is enacted*, That the Lord Warden of the Cinque Ports, and his Deputy for the Time being, the Right Hon. Robert Lord Romney, Andrew Stone, Esq. the Hon. James Pelham, Esq. &c. shall be Trustees for the enlarging, building, and maintaining the Harbour at Ramsgate, by erecting Piers or such other Works, and doing all other Matters, as five, or more of them, at their general Meeting, shall think most proper for putting in Execution the Powers of this Act. 2s. 11.  
P. 792.

The first Meeting of the Trustees shall be on the first Tuesday in July, 1742, in the Guildhall of the City of London; and five or more of them shall meet, from Time to Time, at such Places as they shall judge most convenient for carrying on and effecting the Purposes of this Act. P. 801.

Fifteen or more of the Trustees at a publick Meeting, fourteen Days' Notice whereof shall be given in the London Gazette, shall settle the several Rates and Duties herein-after mentioned, which shall commence from and after the 10th of July next ensuing, viz. Any Rate or Duty not exceeding 6d. per Ton, to be paid by every British or foreign Ship, Vessel or Crayer of 20 Tons Burden or upwards

upwards, and not exceeding 300 Tons, for every lading or discharging, or Ship in Ballast within this Realm, from, to, or by *Ramsgate*, or coming into the Harbour there, not having a Receipt testifying the Payment thereof before on that Voyage, towards the building and maintaining of *Ramsgate* Harbour: And, on every Ship above 300 Tons, any Rate not exceeding 2*d.* for each Ton of the Burden of such Ship, except Ships laden with Coals, Grindstones, *Purbeck*, *Portland*, or other Stones: And on every Chaldron of Coals, or Ton of Grindstones, *Purbeck*, *Portland*, or other Stones, a Rate not exceeding 3*d.* And such Rates, when settled by the Trustees, shall be published in the *London Gazette*, for the Information of all Parties, and shall be paid to the Customer, or Collector of the Customs, or their Deputies, or other such Persons as shall be appointed by the Trustees to receive the same; in such Port or Place, whence such Vessels or Ships shall set forth, or where they shall arrive before their sailing from such Port, on their outward-bound Voyage, and before they unlade their Goods on their homeward-bound Voyage; the Tonnage to be ascertained according to the Rules laid down in the Act 8 *Ann.* intitled, *An Act for making a convenient Dock or Basin at Liverpool, for the Security of all Ships trading to or from the said Port of Liverpool.*

See *Liverp. A.*  
P. 173.

21 *Geo. II.*  
P. 803.

Foreign Ships, passing or being detained in the *Docks*, shall be subject to the same Rates as Ships cleared out, or entered into any of the *British* Ports, to be levied and recovered in the same Manner as the other Rates imposed by this Act.

Where the Tonnage of any Vessel, chargeable with the said Rates, cannot otherwise be settled and adjusted, the Collector, or such Person as five Trustees shall appoint, may enter into, and admeasure such Ship, according to the Directions of this Act; and, if any Person shall obstruct the Admeasurement of such Ship, he shall forfeit 1*0*l.** for every such Offence, &c.

No Vessel, outward-bound, shall be cleared at the Office of the Customs, nor shall any Vessel be allowed to enter at the said Office, on a homeward-bound Voyage, inward, without Information on Oath by the Master or Owner, of the Burden of such Vessel, &c. and after Oath made, and Payment of the Duty, and producing an Acquittance for the Receipt thereof, the Master or Owner shall be allowed, from the Merchant, for every Ton of Goods laden on board such Ship on his Account, a like Sum *per* Ton, as the same is charged by this Act; and the Customers, or other Officers, receiving the said Duties, shall keep an Account thereof, &c. to which all Persons may have free Access at all reasonable Times *gratis*. And shall, once in every Month in the Port of *London*, and once in every three Months in the Out-Ports, return and pay over the Sums received by them, &c.

P. 804.

If any Ship or Vessel, other than as before excepted, whether *British* or foreign, above 300 Tons, shall, after the Commencement of this Act, take Shelter in the Harbour of *Ramsgate*, she shall pay for every Ton a like Rate as Ships of or under 300 Tons, and above 19 Tons are liable to, Allowance being made to the Master or Owner for any Rate paid before by him on that Voyage, by Virtue of this Act, and such Ship shall ever after be liable to the same Rates.

No coasting Vessel or Fisherman shall pay the Rates more than once in one Year.

The Collectors, &c. may go on board any Vessel, and demand the Duties; and for Non-Payment may distrain such Vessel, Tackle, &c. and, in ten Days after, make Sale thereof, &c.

P. 806.

If any Master of any Vessel shall elude the Payment of the said Duties, the same shall be recovered, as the Fines and Penalties are herein-after directed.

Five or more Trustees and Persons employed by them, may remove any Obstructions that may be necessary to be taken away, for the enlarging, building, and maintaining the said Harbour at *Ramsgate*, or for the better attaining the Purposes of this Act, making Satisfaction to the Owners of the Premises.

Five or more Trustees may contract for the making or doing all or any Part of the Work or Business to be done in completing the said Harbour, and for Timber, Stones, or other Materials, which shall be used therein; and they may agree with the Owners and Occupiers of all such Buildings, Grounds, or Estates, as shall be necessary for the Execution of the Purposes of this Act.

ALL

All Bodies Politick or Corporate, whether aggregate or sole, and all Feoffees in Trust, Executors, Administrators, Guardians, or Trustees whatsoever, for, or on Behalf of, any Infants, Females Covert, or Cestique-Trusts, and all Persons seized, possessed of, or interested in any Lands, Tenements, or Hereditaments, which shall be judged necessary for the Purposes aforesaid, are impowered to agree with the Trustees, or five or more of them, at any of their publick Meetings appointed for the Sale thereof, and to sell and convey the same; and all Contracts and Conveyances, which shall be so made for the Purposes aforesaid, shall be valid to all Intents and Purposes. 22 Geo. II.  
P. 807.

And all Feoffees in Trust, Executors, &c. are indemnified for what they shall do by Virtue of this Act; and, if it shall happen that any Person, Body or Bodies Politick or Corporate, shall decline, or refuse to treat, or agree about the Sale of the said Lands and Tenements, five or more Trustees shall issue their Warrant to the Sheriff of the County, to summon and return a Jury of twenty-four Persons qualified to be returned for Trials of Issue, joined in any of the Courts at Westminster, to appear before them at the Time and Place appointed, and also to return Issues upon every such Persons, the Sum of 40s. which shall be duly estreated and levied; and, for Default of a sufficient Number of Jurymen appearing, the Sheriff, or his Deputy, shall return twelve indifferent Men of the Standers-by, or that can be speedily procured, to make up the Jury, who shall view the Lands and Tenements in Question, and shall, upon their Oaths, which Oaths, and also proper Oaths to such Persons as shall be examined as Witnesses, five or more of the Trustees, shall administer, enquire into the Value thereof, and assess such Damages and Recompence for the same as they shall think fit; and the Trustees shall give Judgement for the Sums to be assessed by such Jury; which Verdict, and the Determination thereupon pronounced by five or more Trustees, and the Recompence assessed, twenty Days Notice at least in Writing of the Time and Place for their Meeting being first given to every Person concerned, or left at his or her Dwelling-House, or usual Place of Abode, or with some Tenant or Occupier of some Land or Tenements of the Party near the Harbour of Ramsgate, in Case such Party cannot be found to be served with such Notice, shall be binding to all Intents and Purposes, against all Parties whatsoever; and the said Decrees shall be set down in Writing under the Hands and Seals of the Trustees, who shall make the same; and kept amongst the Records of the Sessions for the County of Kent, and the same, or Copies thereof, shall be admitted as Evidence in all Courts of Law or Equity: And, upon Payment or Tender of such Sum to the Parties, at his or their Dwelling-House, or, if they have none, at the House of some Tenant or Occupier of some Lands of the Party, near the said Harbour of Ramsgate, and, in Case of their Refusal, upon Payment of the said Sum into the Hands of such Person as five Trustees shall appoint, for the Use of the Parties interested; it shall then, and not before, be lawful for the Trustees, or their Workmen, to make Use of the said Lands as they shall think requisite for the Purposes of this Act, and they are indemnified against the said Owners and Occupiers, &c. P. 808.

If the Trustees shall build any Works relating to the said Harbour, upon any Lands or Tenements, the Property whereof is not, at or before such Time, claimed or ascertained; and, if any Person shall afterwards claim the same, and prove his Title thereto, then the Value thereof, before the Works were erected, shall be ascertained by a Jury in Manner before directed; and, upon Payment, or Tender of the Money that shall be assessed, the Property of such Person in the said Lands shall cease, and the same be vested in the Trustees. P. 809.

Fifteen, or more, Trustees may borrow any Sum not exceeding 70,000*l.* for the Purposes aforesaid, and assign over the Duties as a Security for Repayment of the same, with Interest not exceeding *5*l.* per Centum per Annum*: and the same shall be applied towards the enlarging and completing the said Harbour; the Charges of passing this Act to be first paid. P. 810.

Any Persons may advance the Whole, or any Part of the said Sum of 70,000*l.* for the absolute Purchase of Annuities, to be paid for the natural Lives of such Persons as shall be nominated by the Contributors at the Time of Payment of their respective Contribution-Monies; the said Annuities not to exceed the Rate

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of 8*l.* 10*s.* *per Annum* for every 100*l.* and to be payable at the Bank of *England*, or at such other Place in *London*, as fifteen or more of the Trustees shall direct, to the Purchasers, their Executors, Administrators, or Assigns, at such Times and in such Proportions, as shall be agreed upon.

The Rates shall not be liable to the Payment of the Interest of any greater Sum than 50,000*l.* at any one Time, upon Annuities for Lives.

One or more Books shall be provided and kept by the Trustees, in which shall be entered the Names and Places of Abode of the Purchasers of any of the said Annuities, and of all Persons by whose Hands they shall pay in any Sum upon this Act, and also of the Persons for whose Lives the Annuities shall be purchased, and the Purchase-Money, and Days of Payment; to which Books the respective Purchasers, and Persons empowered by them, shall have Recourse, at all reasonable Times, *gratis*; and if any Doubt arises, as to the Life of any Person, on which an Annuity shall be payable, five or more Trustees may depute any Person, before each Payment, to visit such Annuitant; and, if such Person shall be refused Admittance to the said Annuitant, at any reasonable Time, the Annuity shall from such Time cease, till the Life of the said Annuitant be proved to five or more Trustees at their public Meeting, either by his or her personal Appearance, or by the Oaths of two credible Witnesses; when the said Annuity, together with the Arrears, shall be paid.

The said Annuities shall be paid out of the Monies arising by the Duties of this Act; and the Contributors, their Executors, and Assigns, shall enjoy the Annuities, during the natural Lives of the Persons nominated by them, and shall have absolute and indefeasible Estates therein; and the same shall be free from all Taxes.

P. 813. The Contributors, or their Assigns, upon Payment of the Consideration-Money, or any Part thereof, unto fifteen Trustees, or to such Person as they shall appoint, shall have Receipts for the same; and, upon Payment of the Purchase-Money, shall have an Order in Parchment for Payment of the Annuity, during the natural Life of the Person nominated, in which shall be inserted, how much the Sum paid by such Contributor, together with the other Sums paid in on Annuities before that Time, do amount to, that it may be known how nearly the said Sum of 70,000*l.* is complete, and when it shall be completed; which Order shall be made by five or more Trustees at a public Meeting, and, after signing thereof, shall be good in Law.

The Annuitants, or their Assigns, may, from Time to Time, assign over the said Annuities, or any Part thereof; and an Entry thereof shall be made *gratis*, in a Book to be kept by such Person as five or more of the Trustees shall appoint for that Purpose, at the Charge of the Trustees, in such Place within *London* as fifteen or more Trustees shall appoint.

P. 814. The Rates shall be chargeable with the Payment of the Annuities; and, upon Default of Payment thereof, within forty Days after the Times they shall be made payable, they shall vest in the Annuitants until the same be paid, with Interest, and the Charges occasioned thereby; and they shall have the same Power, &c. of collecting and levying the said Duties as the Trustees were invested with.

The Money arising by Sale of the Annuities shall be applied in the first Place, in paying off Monies borrowed at Interest, as aforesaid; and afterwards for discharging the Expences of enlarging and building the said Harbour.

The Trustees shall meet once in every Year, fourteen Days Notice whereof shall be given in the *London Gazette*; and they, or fifteen or more of them, at such Meeting, shall examine what Annuities have determined during the preceding Year, and shall ascertain the Rates necessary to be raised for the succeeding Year; and the same shall be levied according to the Proportions before mentioned, and shall be advertised in the *London Gazette*; but, if they shall continue the Rates of the succeeding Year or Years, according to the Proportion of the former Year, or shall neglect or refuse to meet for the Purposes aforesaid, then the Rates shall be levied according to the Proportion directed by the last Advertisement in the *London Gazette* for that Purpose, which shall be the Rule to

to go by, until the said Rates shall be again ascertained and published according to the Directions of this Act.

As soon as the Sum of 70,000*l.* shall be raised and paid to the Trustees, by granting Annuities, and the Interest of the several Annuitants shall cease by their Deaths, the Duties granted by this Act shall absolutely cease and determine; and if, after the Determination of the Annuities, and finishing the said Harbour, any Surplus shall remain in the Hands of the Trustees, the same shall be paid into the Chamber of *London*, and an Account thereof be laid before the Parliament at their then next Sitting.

Fifteen or more of the Trustees may appoint Collectors, a Surveyor, Treasurer, &c. of the Duties, and appoint them Salaries, and displace them at Pleasure. P. 815. Sec. II.

They are to take Security for such Officers, and meet once yearly to examine and audit their Accounts.

The Accounts so stated and signed by the Trustees shall be laid, within three P. 817. Months after, before the Mayor and Court of Aldermen in *London*, and such four as the Court shall appoint, not being Trustees, may summon, and examine upon Oath, every Person they shall think fit; and, finding any one guilty of Embezzlement or Misapplication of the said Money, they shall impose on him any Fine, not exceeding double the Sum embezzled.

The said Fines shall be levied by Distress, &c. and in Default of such Distress, the Offender shall be committed to the common Gaol of the County, where he shall live, until Payment, &c.

If the Trustees shall erect a Bason in the said Harbour, every Vessel before she goes into the Gates, shall take down her Sails, so that she may not go sailing in; upon Pain of forfeiting 10*l.*

If the Bason shall be so filled with Shipping, as not to admit, with Safety, P. 819. more Vessels, five or more Trustees, or such Person as they shall appoint, may remove into the Harbour such Ship or Vessel, as he or they shall think proper, the Master, within twenty-four Hours after Notice in Writing given to him, or left on board his Ship for that Purpose, neglecting to remove the same within a convenient Time; those Vessels to be first removed out of the Bason, as shall be laid up or moored, or are not upon an outward or homeward-bound Voyage; next, such as are upon an outward or homeward-bound Voyage, but which may with the least Danger be removed, and lie in the said Harbour; that Ships coming in, and less capable of taking the Ground, may have the Benefit of the Bason; and the said Master shall pay the Charges of removing such Vessel, to be levied and applied as the Fines and Penalties are directed by this Act.

If any Master, or other Person, shall obstruct the Removal of such Ship, he shall forfeit 100*l.* And if any Person, employed by the Trustees, shall wilfully abuse his Authority of removing such Ships, and shall be judged so to have done, by five or more of the Trustees, &c. they shall impose any Fine on him, not exceeding 100*l.*, &c. P. 820.

If any Trustee shall die, or refuse to act, nine or more of the remaining Trustees may appoint others, &c.

The Property of all the Piers, Docks, Wharfs, and other Works, and also of the Ground whereon such Works shall be erected, as well as all such Right and Property, as now appertaineth to the said Pier or Harbour of *Ramsgate*, shall be vested in the Trustees; and they, or five, or more of them, may bring Actions, and prefer Bills of Indictment, against any Persons who shall steal, break down, or spoil any of the Works or Materials, or do any Thing whereby P. 821. Damage may accrue to the Works or Harbour; and they may let out, for the best Rent that can be had, such Wharfs, Docks, or Lands, as are vested in them, for any Term not exceeding sixty Years, the Rent to be applied towards enlarging and completing the said Harbour; and upon the Expiration of the said Trusts, and Determination of the Leases, the Property of the said Piers, Docks, Wharfs, and other Works, and also of the said Lands, Tenements, or Hereditaments, shall be vested in, and disposed of by Authority of Parliament.

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The Trustees, in the letting such Wharfs, Docks, or other Works, shall expressly mention what Sums shall be taken by the respective Tenants, of the Master of any Vessel which shall occupy the same; and, if the Tenant shall demand or take more than the Sum stipulated, he shall, for every such Offence, forfeit treble the Sum demanded, more than he shall be allowed to take by such Agreement, &c.

82 Geo. II.  
F. 822.

All the Receipts, Payments, Debts, Credits, and Contracts, made with and by the Artificers and Workmen employed, and also an Account of all Monies received and borrowed, and all other Proceedings of the Trustees, shall be entered into one or more Books, &c.

No Trustee shall have any Office, or Place of Profit arising by any of the said Duties; and the Trustees shall at all their Meetings, defray their own Expences, and shall give such publick Notice of their Meetings, as shall be agreed upon by five or more of them.

From and after the first Tuesday in July, 1749, all Duties on Shipping, which may have heretofore been demanded at the Port of *Ramsgate*, under any Pretence whatsoever, shall absolutely cease; and no Demand shall be made of any Duty, other than what is made payable by this Act.

P. 823.

This Act shall not extend to charge with any of the said Rates or Duties, any Ship or Vessel, which shall be bound to or from the Town of *Sandwich*, in the County of *Kent*; the Master producing a Certificate verified upon Oath, under the Hand or Seal of the Mayor of *Sandwich*, attesting that the Inhabitants of the said Town own the Whole or major Part of such Vessel; and all such Vessels may pass in and out of the Harbour without paying Duty.

P. 824.

Out of the Money arising by the Rates, the Treasurer or Receiver shall pay 200*l.* per Annum, during the Continuance of this Act, into the Hands of the Mayor and Jurats of *Sandwich*, or to such Persons as they shall authorize to receive the same, by four equal quarterly Payments, viz. upon September 29, December 25, March 25, and June 24; the first Payment to be made upon the 29th of September, 1749; the said Money to be applied, in the first Place, in discharging the Expences incurred by the Corporation of *Sandwich*, on Account of applying for, or making this Act, or in any Manner relating thereto; and afterwards in cleansing, deepening, and preserving the said Haven, or in erecting and maintaining a Pier, or such other Works for that Purpose, as the Mayor and Jurats shall, by Writing under their Hands and Seals, direct; and, if the said Sum shall not be paid within fourteen Days after it shall become due, the Mayor and Jurats may recover the same against the said Treasurer or Receiver, together with the Damages sustained by the Non-payment, and full Costs of Suit by Action of Debt, Bill, &c.

P. 825.

The Receipt of the said Mayor and Jurats, or of such Person as they shall appoint to receive the said Sum, shall discharge the said Treasurer or Receiver for the Payment thereof.

P. 827.

The said Mayor and Jurats shall cause a Book or Books to be kept of the Dates and Sums of Money received and disbursed, and of all their Proceedings, in Execution of the Trust hereby reposed in them; to which Books all Persons interested shall have free Access gratis, &c.

From and after the 24th of June, 1749, no more than two Vessels shall lie abreast in the said Haven longer than one Tide, unless upon some unavoidable Occasion, of which the Mayor shall judge, and shall take such Order therein as he shall think reasonable; and, if the Master of any Vessel shall not obey such Order of the Mayor for removing his Ship, he shall forfeit any Sum not exceeding 40*s.* &c.

If it shall appear to the Trustees, or fifteen of them, that it will be for the Benefit of the Trade and Navigation of this Kingdom, to erect any Works at the Haven of *Sandwich*, more than the annual Sum of 200*l.* will be sufficient for; they may, at any Meeting to be held for that Purpose, fourteen Days Notice thereof being given in the *London Gazette*, order any Sum not exceeding 10,000*l.* out of the Duties aforesaid, to be applied to that Purpose.

All Vessels belonging to the Towns of *Dover*, *Weymouth*, and *Melcombe Regis*, *Lyme Regis*, and *Great Yarmouth*, shall be exempted from Payment of the

the Duties aforesaid, the Masters or Owners producing a Certificate, verified upon Oath before the respective Mayors of the said Places, that the said Vessels belong thereto, and that the Inhabitants are Owners of the greatest Part of such Ships. This Act shall be deemed a publick Act, &c.

## BEVERLEY BECK, and HULL.

By 13 Geo. I. several small Tolls and Duties were laid on divers Goods and Merchandizes, which, after May 1, 1727, should be laden or unladen on or from any Ship, Boat, or other Vessel, in any Part of the said Beck, or at any publick Staiths, or other Places along the said Beck, or River Hull, and payable to the Mayor, Aldermen, and capital Burgeses of Beverley, and their Successors, or to the Person by them appointed, to be applied for the Purposes in the Act mentioned; and, since passing the said Act, a considerable Sum hath been borrowed on the Tolls thereby granted; which, though applied with the Income of the Tolls and Duties, according to the Directions of the Act, is insufficient to answer the Intention; and the Beck is now in great Danger of being choaked, by the Sludge and Soil brought by the Tide, and Earth falling in from the Banks, which must be repaired and supported by Piles and other Works; and, as the cleansing, deepening, and preserving the said Creek, and amending and maintaining the Banks, Staiths, Roads, and Ways, will require more Money than can be raised by the present Duties, which are in many Respects unequal, and not duly proportioned to the Value of Goods; therefore, for better enabling the Mayor, &c. of Beverley, to perform the Things before-mentioned, *It is enacted*, that, after May 1, 1745, there shall be paid for the Purposes aforesaid, by every Master or other Person, having Management of any Ship, or other Vessel, passing up or down the said Beck, or River Hull, to lade or unlade Goods, at any Part of the Beck, or publick Staiths, or at Gravel, or Beck-End, or between Figgam Clow and Swinmore Clow on the River Hull, or at any Places along the said Beck or River, within the Limits of Beverley, before unlading, or having laden, before they go out of the Liberties aforesaid, over and above the Tolls payable by the former Act, these additional Duties, *viz.*

- For every Chaldron of Coals, *Winchester Measure*, 2*d*.
- For every Quarter of Oats, Barley, or Malt, 1*q*.
- For every Quarter of Wheat, Rye, Mefledine, Peas, Peas, Rapefeed, Hempseed, Linfeed, or any other Kind of Seed or Grain, 1*q*.
- For every Hundred Weight of Flour, 3*q*.
- For every Hogthead of Salt, 4*d*.
- For every Ton of Salt in Bulk, 2*d*.
- For every 3 Hogheads of Sugar, Tobacco, Melassies, or other Goods packed in Hogheads, 8*d*.
- For every 4 Hogheads of Wine or Rum, 1*s*. 8*d*.
- For every Hogthead of Brandy, or other Spirits, 4*d*.
- For every 8 Barrels of Soap, Raifins, Oil, Pitch, Tar, or packed with other dry Goods, 4*d*.
- For every Butt of Currants, 8*d*.
- For every 2 Pipes of Smyrna Raifins, 8*d*.
- For every 16 Bags of Nails, 4*d*.
- For every Ton of Iron or Lead, 8*d*.
- For every 32 Firkins of Butter, 4*d*.
- For every 20 Hundred of Cheese, 7*d*.
- For every Ton of Timber or Stone, 2*d*.
- For every 2 Bags of Hops, 8*d*.
- For every Quarter of Oatmeal, 2*q*.
- For every Hundred of Pipestaves, 1*d*. 2*q*.
- For every Dozen of Cinders or Charcoal, 2*q*.
- For every 20 Sheep Skins, 1*q*.
- For every Quarter of Bark, 1*q*.
- For every Pack of Wool, or other Goods, 1*d*.
- For every 12 Dozen of Bottles, 1*d*.
- For every 4 Bushels of Roots, or Fruit, 2*q*.

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For every Ton of Hemp, Lime, or Flax, 7*d*.

For every Quarter of Ferne Ashes, 2*d*.

For every small Runtlett of Liquor, not exceeding 10 Gallons, 1*q*.

For every small Cask or Parcel, not exceeding 112 Pounds, 1*q*. and so in Proportion for a greater or less Quantity or Weight of any of the abovementioned Goods, &c.

And for every Ton of any other Sort of Goods or Ladings not mentioned, according to the Custom of Water Tonnage, 12*d*. And so in Proportion for any greater or less Quantity, except Cobbles or Pebbles for repairing Causeways in the Town or Liberties.

Which Tolls and Sums shall be paid to the Mayor, Aldermen, and capital Burgesses of *Beverley*, and their Successors, or to a Person by them appointed to receive them, and, after deducting the necessary Charges of obtaining this Act, be applied, with the Duties granted by the former Act, to pay the Debt, and cleanse and preserve the Beck, and repair and keep up the Banks, Staiths, and Roads, and to no other Use.

18 Geo. II.  
P. 415.

The Powers, Privileges, Penalties, &c. in the former Act contained, relating to the Tolls thereby granted, and not hereby repealed or altered, shall be in Force from *May 1, 1745*, and extend to the additional Tolls hereby granted, and to every Person whom the same or this present Act may concern.

In Case any Person, having Management of any Ship or Vessel, passing up or down the River *Hull* or the Beck, laden or unladen, and who by the former Act is obliged to give in a true Account in Writing of the Quantity of Goods, or Number of Tons, with which he is laden, shall give in a false Account thereof, being convicted on Oath before the Mayor, or any two Justices of the said Town, shall forfeit 20*s*. &c. and shall also pay the Duties by the said Acts made payable for all such Goods as remain in such Vessels, which he shall not have given an Account of, or paid Duty for; but such Person shall not be subject to the Forfeiture of 20*s*. unless his Lading exceed three Tons more than he shall have given an Account of, or paid Duty for.

P. 416.

The Receiver or Collector, appointed by the Mayor, &c. of *Beverley*, may enter into any Ship or Vessel which shall pass up or down the said Beck, or River *Hull*, within the Liberties aforesaid, and search, and take an Account of the Lading thereof; and, for Discovery of any Goods, &c. chargeable with these Duties, and the Quantities thereof, may open, bore, gauge, weigh, and measure any Thing laden in such Vessel; and taste Liquor, measure Coals, and weigh or measure other Goods, finding proper Weights, Measures, and Instruments, for the Purposes aforesaid, and making Satisfaction for any Loss or Damage done to Goods thereby; And, for the like Discovery, to measure and mark the Portage or Tonnage of any Vessel usually passing within the said Liberties; And if any Master of such Vessel, or other Person, shall hinder such Collector, or other Person appointed to enter such Vessel, to search or take an Account of the Lading thereof, or of the Sorts or Quantities of Goods, by any Means aforesaid, or to measure or mark the Portage, &c. the Master or Person so offending shall forfeit 20*s*. &c.

P. 417.

Nothing in this Act shall take away or lessen Duties, which, before making this and the former Act, were payable to the Mayor, &c. of *Beverley* at the River *Hull*, or *Beverley Beck*, or otherwise; but the same shall continue to be paid on all Sorts of Goods and Merchandizes as before.

The Remainder of this Act is concerning the Roads, and cleansing the Streets, which, having no Relation to the Subject I am treating of, is omitted, &c.

#### KIRKCALDY.

15 Geo. II.  
P. 119.

The Town of *Kirkcaldy* is said to be well situated for carrying on a foreign Trade, having Coal and Salt Works near adjoining, and that an improved Trade would be very beneficial both for the Town and Country; but these Advantages cannot be had, unless the Harbour, which is very ruinous, be repaired and made commodious, which will require a larger Sum than the Revenue of the Town will answer, *It is therefore enacted*, that, after *June 1, 1742*, for the Term of twenty-five Years, and to the End of the then next Session of Parliament,

P. 120.



liament, a Duty shall be paid of two Pennies *Scots*, or one sixth Part of a Penny Sterling, besides the Duty paid to his Majesty, on every *Scots* Pint of Beer or Ale, either brewed, brought in, tapped, or sold in the Town or Liberties of *Kirkcaldy*; the Duty to be paid by the Brewers for Sale, or the Sellers of the said Liquors, to the Magistrates and Town Council, or such Receivers as they shall appoint.

The Provost, Bailiffs, and Council, are appointed Trustees to repair and keep in Repair the said Harbour, and other publick Works, as they shall think proper, and to collect, receive, and dispose of the Money arising by the Duty, appoint proper Officers, to gauge the Vessels and Worts, which the Brewers shall permit in the same Manner as the Officers of Excise are permitted. 15 Geo. II. P. 121.

The Trustees are impowered to make Orders and give Directions for gauging, collecting, and disposing of the Money arising by the Duty as they shall think most proper for the Purposes hereby granted, and to appoint Collectors, who shall dispose of the collected Money, as the Majority of the Trustees shall direct, for repairing and maintaining the Harbour and other publick Works.

Proper Books shall be kept by Order of the Trustees, wherein the Particulars of all disbursements shall be entered; and once every Year, the first being thirty Days after the said first Day of *June*, 1742, and so successively every Year, the Accounts shall be fairly drawn out and stated by the Collectors, and delivered to the Majority of the Trustees on Oath, which Oath any one of the Trustees has Power to administer. P. 122.

And for the more speedily effecting the Purposes of this Act, the Majority of Trustees, by an Act of the Town-Council, may borrow Money, and assign over the Duty as a Security to the Lenders, at common Interest.

Persons not paying the Duty when demanded, may be summoned before any of the Magistrates; and, if they do not then appear, or pay the Duty, any one of the Magistrates may make an Order for the Payment; and, if they refuse to pay three Days after Notice of such Order, the Collectors may have a Warrant to distrain; and if Payment be not made ten Days after the Distress they may sell the same, and deduct for reasonable Charge, not exceeding a fifth Part of the Sum distrained for, rendering the Overplus to the Owner, if any be, and demanded. P. 123.

Any Ale or Beer brought in, or sold in the said Town and Privileges, having not paid the Duty, shall be forfeited, with the Cask for the Use of the Town.

If any Dispute arise between the Sellers and Collectors, the Differences shall be decided by the Vouchers taken by the Excise Officers; and the Excise Officers are required to give authentick Copies of the said Vouchers once in six Weeks to some of the Trustees or their Collectors, for that Purpose.

If any conceal or embezzle any Wort, Ale, or Beer, to avoid paying the Duty, the Parties convicted before any two of the Magistrates shall forfeit the Value of what shall be concealed, and ten Pounds *Scots* for the Court Charges, for which Distress may be made. P. 124.

The Majority of Trustees, with Consent of the Overseers after-named, may farm out the Duty for the best Price they can get, and apply the Money as this Act directs.

The Right Hon. *John*, Earl of *Rothes*, the Right Hon. *James*, Earl of *Morton*, the Right Hon. *James*, Earl of *Murray*, &c. or any three, are appointed Overseers of the Duty, and Receipts and Disbursements thereof, and shall meet on the first *Wednesday* in *August*, 1743 at *Kirkcaldy*, and so successively, on the first *Wednesday* in *August* yearly, and adjourn as they shall think proper, to examine the Disbursements, and the Application thereof: And, if the major Part of the said Overseers present shall find any Misapplication of the Money, or other Abuse of the Powers granted by this Act, they may adjudge the Offenders, or Embezzlers, to pay the Value of what is embezzled, with full Costs and Damages; which Sentence shall be final; and, if any of the Overseers shall die, remove, or refuse to act, any three of the remaining Overseers may chuse others in their Places. P. 125.

No Distress taken by Authority of this Act, shall any Ways affect the King's Duty of Excise; nor shall any Persons be charged with any Quantity of Wort, if it shall appear that the Duty hereby made payable has been once paid.

This

15 Geo. II.  
P. 116.

This Act shall be deemed a publick Act, and shall be judicially taken Notice of, &c.

## ANSTRUTHER-EASTER.

22 Geo. II.  
P. 299.

In the Preamble it is said, that a great Trade has been carried on in the Town of *Anstruther-Easter*, in the County of *Fife*, in *Scotland*, particularly of Fishery, and that a Custom-house has been erected there for many Years, on Account of the Commerce of the said Town, and that the Harbour thereof is very safe and convenient for Ships, and esteemed the most commodious in that Part of the Country; and, it having been judged necessary, for the Improvement and Preservation of the said Harbour, as also for facilitating the sailing of Ships in and out with more Safety, that a cross Pier should be erected, which was accordingly begun, and some Progress made therein; but, as the completing the same will require a larger Sum than the Revenue of the Town will answer, It is therefore enacted, that after *August 1, 1749*, for the Term of twenty-five Years, and to the End of the then next Session of Parliament, a Duty of two Pennies *Scots*, or one sixth Part of a Penny Sterling, besides the Duty payable to his Majesty, should be laid on every *Scots* Pint of Ale or Beer either brewed, brought in, tapped, or sold in the Town or Liberties of *Anstruther-Easter*; the Duty to be paid by the Brewers for Sale, or the Sellers of the said Liquors, to the Magistrates and Town-Council, or such Collectors or Receivers as they shall appoint: And the said Magistrates and Town Council, and their Successors in Office for the Time being, are appointed Trustees to clean, deepen, rebuild, repair, and improve the said Harbour and Piers, and for executing all other Powers given by this Act; and the Money raised by the said Duty shall be vested in the Trustees, and be applied to the several Purposes aforesaid, the Charges expended in passing this Act being first deducted.

P. 301. The Trustees are to appoint proper Officers to gauge the Brewers' Vessels and Worts, which the Brewers shall permit in the same Manner as the Officers of Excise are permitted.

The Trustees are impowered to make Orders, and give Directions for gauging the Vessels, and collecting and disposing of the Money arising by the Duty, as they shall think most proper for the Purposes hereby granted; and shall be paid to the Collectors appointed, who shall dispose of the collected Money as the Majority of Trustees shall direct, for the Purposes aforesaid, and to no other Use.

P. 302. Proper Books shall be kept, by Order of the Trustees, wherein an Account of all Receipts and Disbursements shall be entered; and also for what Use the Payments were made; and once every Year, *viz.* within thirty Days after the said first Day of *August, 1749*, and so successively every Year, the Accounts shall be fairly drawn out, and stated by the Collectors, and delivered to the Majority of Trustees on Oath; which Oath any one of the Trustees is to administer.

And for the more speedily effecting the Purposes of this Act, the Majority of Trustees, by an Act of the Town-Council, may borrow Money, and assign over the Duty as a Security to the Lenders, at legal, or less Interest, the Charges thereof to be paid out of the Duty; and the Money so borrowed shall be applied in the first Place, to pay off the Charges of obtaining this Act, and then for the Purposes aforesaid.

P. 303. Persons not paying the Duty when demanded; may be summoned before any of the Magistrates; and if they do not then appear or pay the Duty, any one of the Magistrates may make an Order for the Payment; and, if they refuse to pay, three Days after Notice of such Order, the Collectors by Warrant, may distrain, &c.

Any Ale or Beer brought in, or sold in the said Town and Privileges, having not first paid the Duty, shall be forfeited, with the Cask, for the Use of the Harbour.

P. 304. If any Dispute arise between the Sellers and Collectors, touching the Quantity of Wort or Beer chargeable, the Difference shall be decided by the Vouchers taken by the Excise Officers, &c.

taken Notice

If, after *August 1, 1749*, any Person shall conceal or embezzle any Wort, Ale, or Beer, to avoid paying the Duty, the Offender shall forfeit the Value of what is concealed, and ten Pounds *Scots*, for which Distress may be made.

The Majority of the Trustees, with Consent of the Overseers after named, may farm out the Duty by Way of publick Roup, for the best Price they can get, and apply the Money as this Act directs.

Sir *John Anstruther* of *Anstruther*, Baronet, *John Anstruther* the Younger of *22 Geo. II. P. 305.* *Anstruther*, Esq. Sir *Philip Anstruther* of *Balkaskie*, Baronet, &c. or any three, are appointed Overseers of the Duty, &c. and shall meet on the first *Wednesday* in *August*, 1750, at *Anstruther-Easter*, and so successively on the first *Wednesday* in *August* yearly, and adjourn as they shall think proper, to examine the Receipts and Disbursements, and the Application thereof; and, if the major Part of the said Overseers present shall find any Misapplication of the Money, or other Abuse of the Powers granted by this Act, they may examine the Party and Witnesses, and make such an Order upon Conviction as they shall judge reasonable, and adjudge the Offenders to pay the Value of what is embezzled, with Costs, &c.

No Distress, taken by Authority of this Act, shall any Ways affect the King's Duty of Excise.

This Act shall be deemed a publick Act, and shall be judicially taken Notice of as such by all Persons whatsoever.

## KINGHORN.

In the Preamble it is said, That the Harbour of the Town of *Kinghorn*, in the County of *Fife*, has not only been of great Advantage to the said Town, but to the Whole of that Part of the united Kingdom of *Great-Britain*, and those Advantages cannot be continued and established unless the Harbour, which has been for some Years last past, and now is, in a ruinous Condition, be effectually repaired, and made commodious for Shipping, and all such Persons as shall make Use thereof; and as the whole Revenue of the Town, applicable towards the repairing of the said Harbour, is not near sufficient to keep the same in good Repair, It is therefore enacted, that after *June 1, 1749*, a Duty of two Pennies *Scots*, or one sixth Part of a Penny Sterling, besides the Duty of Excise payable to his Majesty, should be laid on every *Scots* Pint of Ale and Beer, either brewed, brought in, tapped, or sold in the Town or Liberties of *Kinghorn*, &c.

The Provost, Bailiffs, and Council of the Town of *Kinghorn*, &c. are appointed *P. 352.* Trustees for the re-building or amending, and keeping the said Harbour in Repair, and for collecting and disposing of the Money arising by the said Duty; and the Majority of them are empowered to appoint Officers to gauge the Brewers' Vessels, Worts, Ale, and Beer, which the Brewers shall permit to be done in the same Manner as the Officers of Excise are permitted.

The Trustees, or a Majority of them, are empowered to make Orders, and give *P. 353.* Directions for gauging the Vessels, and collecting and disposing of the Money arising by the Duty, as they shall think most proper for the Purposes hereby granted; and the same shall be paid to the Collectors appointed, who shall dispose of the collected Money as the Majority of Trustees shall direct, towards the Re-building or Repairing the Harbour, and for preserving the same, and other publick Works of the Town, the Charges of passing this Act being first deducted, and to no other Use.

Proper Books shall be kept by Order of the Trustees, wherein an Account of *P. 354.* all Receipts and Disbursements shall be entered, &c. and once every Year, viz. within thirty Days after the 1st Day of *June*, 1749, and so successively every Year, the Accounts shall be fairly drawn out and stated, &c.

And for the more speedily effecting the Purposes of this Act, the Majority of Trustees, by an Act of the Town Council, may borrow Money, and assign over the Duty as a Security to the Lenders, at legal or less Interest, the Charges thereof to be paid out of the Duty; and the Money so borrowed shall be applied, as the Duty arising by this Act, for the Purposes aforesaid.

Persons not paying the Duty when demanded, may be summoned before any *P. 355.* of the Magistrates, who may distrain for it, and sell the Distress, &c.

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Any Ale or Beer brought in, or sold in the said Town, &c. having not first paid the Duty, shall be forfeited, &c.

If any Dispute arise between the Collectors and Sellers, &c. it shall be decided by the Vouchers taken by the Excise Officers, &c.

23 Geo. II.  
P. 356. If, after the 1st of June, 1749, any Person shall conceal or embezzle any Wort, &c. the Offender, on Conviction, shall forfeit the Value, and ten Pounds Scots, &c.

The Majority of Trustees may farm out the Duty by Way of publick Roup, for the best Price they can get, and apply the Money as this Act directs.

John Saint Clair of Saint Clair, the Honourable Lieutenant-General James Saint Clair of Inverlief, Robert Ferguson of Reath, &c. Esqrs. or any three, are appointed Overseers of the Duty, &c. and shall meet on the first Wednesday in August, 1750, at Kinghorn, and so successively on the first Wednesday in August yearly, to examine the Receipts, &c.

P. 357. No Distress, taken by Authority of this Act, shall any Ways affect the King's Duty of Excise, &c.

P. 358. This Act shall take Place, and be in Force from and after the 1st of June, 1749, for thirty-one Years, and from thence to the End of the then next Session of Parliament.

This Act shall be deemed a publick Act, &c.

N. B. *As this last Act is, in many Particulars, verbatim the same with the two preceding ones, I have abbreviated it wherever the Sense of it would admit; not to trouble the Reader with unnecessary Repetitions, especially where there are too many unavoidable ones already.*

#### COLCHESTER to WIVENHOE.

23 Geo. II.  
P. 379. By an Act of 9 and 10 Will. and Mary, intituled, *An Act for cleansing and making navigable the Channel from the Hithe at Colchester to Wivenhoe*, several Duties were granted on Goods and Merchandizes, which should be brought in and to the said Channel, and landed or shipped from Wivenhoe, or the New Hithe in Colchester, or between either of the said Places, for the Term of twenty-one Years, for the Uses and Purposes mentioned in the said Act; and several Powers were vested in the Mayor, Aldermen, Assistants, and Common Council of Colchester only, for appointing Collectors, &c. to receive the Duties; which Act, and all the Powers and Authorities thereby given, and one Moiety of the Duties, except upon Corn and Grain, were by an Act of 5 Geo. I. continued until the 1st of May, 1740; and further Power was thereby given, to the Mayor and Commonalty only, for recovering the said Duties; and by one other Act of 13 Geo. II. intituled, *An Act for enlarging the Term granted by an Act passed the 9 and 10 Will. III. for cleansing and making navigable the Channel from the Hithe at Colchester to Wivenhoe, and for making the said Acts and another Act of 5 Geo. I. for enlarging the Term, &c. more effectual*; it is enacted, that the said two former Acts, together with the additional Powers granted by the Act of 13 Geo. II. should be in Force from the 1st of May, 1740, for ever; and that the Duty on Sea Coal should, after the said 1st of May, be 3d. per Chaldron, and no more, payable for the Term of forty Years; and by the said Act it was declared, that no other Duty, except the Arrears due under the former Act, should be raised upon any other Goods or Merchandizes whatsoever; and the said Mayor and Commonalty of Colchester only were, by the last-mentioned Act, vested with further Power for suing for the Duties and the Arrears under the former Acts: And as a very large Lock, which has been erected several Years since in the Channel, has been found of great Use and Service to the Navigation, and is now in a decaying Condition, and much out of Repair, and the Channel in some Parts is much choaked up, so that the Navigation is greatly obstructed, which has been occasioned principally by there being great Arrears of the Duties, granted by the recited Acts, for many Years due, and still unpaid; and also a large Sum of Money remaining in the Hands of the Representatives of the late Receiver-General of the Duties, which ought to have been recovered and applied for repairing the said Lock and cleansing the Channel; but as the Power of the Mayor and Commonalty of Colchester had ceased for many Years

last past, in whose Name only the said Duties were to be recovered, and Discharges given, the said Duties and Arrears cannot now be recovered and collected, for Want of Power to give Discharges for the same; and there being no other Fund to raise Money for the Purposes aforesaid, the same cannot now be done without further Provision be made for it, by Authority of Parliament; *It is therefore enacted*, that the several Parcels of Land severed, and lying between the present Channel, and the Place where the old Channel was, and also the present Channel, Lock, and Lock-house, and all the Powers, Matters, and Things, which, by the three former Acts before-mentioned, were vested in the Mayor, Aldermen, &c. of Colchester, or the Commissioners named for any of the Purposes therein mentioned, and not hereby altered or varied, shall, from the first of May, 1750, be in Force, and be vested in the Justices of the Peace of the East Division of the County of Essex, for the Time being, the Honourable <sup>23 Geo. II.</sup> Richard Savage Nassau, Charles Gray, &c. who are hereby constituted Com- <sup>P. 382.</sup> missioners for putting the said several former Acts, and this Act, in Execution, and the Survivors of them, &c. for the Term of thirty Years, and to the End of the then next Session of Parliament, &c.

From and after the 1st of May, 1750 an additional Duty of 3d. a Chaldron <sup>P. 383.</sup> shall be paid on Sea coal, over and above the Duty of 3d. payable thereon, by Virtue of the Act of 13 Geo. II. for the Space of thirty Years, and no other Duty, except the Arrears due under the former Acts, shall be raised on any Goods or Merchandizes whatsoever, and the Commissioners are empowered to levy and recover the Duty of the said Act 13 Geo. II. and the additional Duty hereby granted; together with the Money remaining in the Hands of the Representatives of the late Receiver-General of the Duties; and also all Sums of Money due from any Persons on Account of the said Duties, or Penalties, Forfeitures, &c.

The Commissioners, after paying the Expences of this Act, may dispose of <sup>P. 384.</sup> the Monies, towards the several Uses and Purposes mentioned by the former Act, in such Manner as they shall think proper.

The Commissioners, at any of their Meetings, may borrow Money, at a legal or less Interest, on the Credit of the Duties, and assign over the same, the Charges thereof to be paid out of the Duties, for any Term during the Continuance of the last mentioned and this Act, as a Security for Re-payment thereof; and the said Money, after Payment of such of the Expences of obtaining this Act as the Sums before directed to be applied for that Purpose shall be deficient, is to be applied for the several Uses and Purposes mentioned in the present and former Acts.

Six Days Notice, exclusive of the Days of Notice and Meeting, under the Hand of the Clerk to the Commissioners, is to be fixed on the Outside of the Door of the Mootball, or on the Market-Place of the Town of Colchester, of the Meeting of the Commissioners, to borrow Money on Credit of the Duties.

All Mortgages and Assignments for Re-payment of the Monies, so to be bor- <sup>P. 385.</sup> rowed, are to be entered at Length in a Book, to be kept for that Purpose, by the Clerk of the Commissioners, which may be perused at seasonable Times, by any Persons whomsoever, on Payment of 1s. only.

The Commissioners at any of their Meetings may place out at Interest, in the Names of three or more of them, any Sums which shall not be immediately necessary to be applied for the Purposes before-mentioned, upon any real or parliamentary Securities, or the publick Funds; and may call in and apply the same, and the Interest arising thereby, from Time to Time, in the Support and Maintenance of the said Lock, and cleansing the Channel and other Purposes aforesaid.

The Commissioners, at any of their Meetings, are empowered to chuse and appoint one or more Collectors or Receivers of the Duties granted by the said Act of 13 Geo. II. and by this Act, who are to give Security to three or more Commissioners, for the Monies that shall be received by them, and for the faithful Execution of their Office; and they may also appoint a Clerk, and such other Officers and Servants, as shall be needful to be employed about the Premises; and may remove them, and elect others in their Place, in Case of Death, or such Removal;



Removal; and may allow them reasonable Salaries out of the Monies to be raised.

13 Geo. II.  
27. 1746.

Thirteen Commissioners, at the least, two of which are to be Justices of the Peace of the East Division of the County of *Essex*, are to be present at all Meetings, for the Purpose of putting this, or the former Acts, in Execution; and three Days Notice of every such Meeting, exclusive of the Day of Meeting, under the Hand of the Clerk, is to be fixed upon the Outside of the Door of the *Mootball*, or on the Market-Place of the Town of *Colchester*.

Persons accepting of any Place of Profit, or other Trust relative to the said Duties, or farming any Key within the Limits of this Act, are made incapable of acting as Commissioners.

The Prescriptive or other Rights of the Borough of *Colchester* are to continue and remain the same as if this Act had not been made, in all Things not interfering with the Directions and due Execution thereof.

All Suits or Actions, to be brought for any Thing done under any of the former Acts, shall be commenced within six Months after the Commencement of this Act; and, if any Action or Suit shall be brought for any Thing that shall be done in Pursuance of any of the said former Acts, or this present Act, it shall be commenced in six Months after the Fact committed, and shall be brought in the County of *Essex*; the Defendants may plead the general Issue, that the same was done by the Authority of the said former Acts, or this Act; and if it so appear, or if the Suit be brought in any other County, the Jury shall find for the Defendants; or if the Plaintiffs become Nonsuit, or discontinue their Action, or a Verdict pass against them, or on Demurrer, Judgment is given against them, the Defendants shall have treble Costs, on the Certificate of the Judge before whom the Cause was tried, and shall have the same Remedy as Defendants have for Costs in other Cases by Law.

This Act shall be deemed a publick Act, and shall be judicially taken Notice of as such by all Judges, &c. without specially pleading the same.

#### WHITEHAVEN.

7 Ann.

Whereas the Town of *Whitehaven* in the County of *Cumberland* is, of late Years, greatly improved in Trade and Shipping, and is yet capable of further Improvements therein, to the great Advancement of her Majesty's Revenue, the Increase of Shipping and Navigation, and the Benefit of the said Inhabitants, and of the adjacent Country, if the Harbour of the said Town can be preserved, and was enlarged and regulated in a proper Manner: And whereas the Application of the accustomed Duties, besides several very considerable Sums, are found insufficient to defray the growing Charges of maintaining the said Harbour, and of making new Works as are still necessary for securing it; to the End therefore that such Course may be for ever established as shall be effectual for the Purposes aforesaid,

S. 1.

It is enacted, That all that Precinct, included within the Limits and Bounds herein-after expressed, viz. beginning at the Wharf, on the North-West Ends of *Marlborough-Street*, and from thence in a Line North-East and by North, till the Middle of *Louthber-Street* open upon it, and from thence in a straight Line parallel to the Range of the same Street, directly to the Low-Water Mark, from thence, by the Low-Water Mark to the Rock whereon the new Mole is begun to be erected, and so along the said Rocks, by the Low-Water Mark, till it answer the Line of the said Mole, from thence along that Line till it comes up to the said Mole, and so along the said Mole, till it join upon the old Pier at the Platform, and from thence, including the said Platform, along the new Wharf, till it meet with the Wharf of the West Strand, near the House of *Mary Addifon*, Widow, from thence along the same Wharf by the Custom-house Key, in a straight Line to the West Side of the Timber-Yard, and so along the Wall of the said Yard, to the North-West Corner thereof, and from thence by the North-West Wall of the same Yard to the Wharf where it began, as the same has lately been set out and bounded, is, and shall be from henceforth for ever, the Harbour of *Whitehaven* aforesaid, and appropriated to the lying, anchoring, and mooring of all such Ships, Vessels, and Boats, as shall have

Occasion,

Occasion, at any Time or Times hereafter, to make Use of the same; and to no other Use or Purpose whatsoever.

No Houses, Enclosures, or Buildings whatsoever, shall, at any Time hereafter, be made nearer the said Harbour than is hereafter limited, *viz.* On the West Strand, nearer than the present Houses, &c. there; on the new Wharf, between *Mrs. Audison's* House and the North-East Corner of *Henry Walker's* Ground-Plot, nearer than the Range of the said House and Ground; and from thence to the Iron Oar Steaths, nearer than forty-eight Yards at *Henry Walker's* drawn to forty Yards; at the said Steaths from thence to the North-East Corner of the said Steaths, nearer than the East Range of the same; and from thence to the Anchor-Smith's nearer than eighteen Yards; and from thence to the Platform, nearer than the Range of *Hewson's* Smithy; and from the Platform along the new Mole, to the Elbow of the said Mole, nearer than twelve Yards; and from thence to the Low-Water Mark, nearer than a Line stretching to the North-West; and along the Counter-Mole intended to be made on the North-East Side of the Harbour, nearer than the Range of the North-East Side of *Lowther-Street*; nor from thence to the Timber-Yard, nearer than fifteen Yards; but that all the Space aforesaid shall be left free and open for the erecting of Posts for the mooring of Ships and Vessels, and for the other Uses of common Wharfs or Quays for the Convenience of the Shipping in Repairs or otherwise; and that nothing shall be taken or demanded, for or upon the Account of Wharfage, for the Use of any of the said Wharfs or Quays, nor for any Cranage thereon, unless *James Lowther*, Esq. or his Heirs, &c. and eleven or more of the Trustees hereinafter appointed, shall agree to erect or make any Crane or Cranes, or other Engine, on the said Wharfs, or any of them; which they are hereby impowered to do, as they shall think convenient, for the better lading and unlading of any Goods; in which Case a reasonable Cranage, or Recompence, shall be paid for the Uses of the said Harbour, by such Merchants or others as shall be willing to make Use of the same, and not otherwise.

Provided, that the said *James Lowther*, his Heirs, &c. Lords of the Manor of *St. Bees* in the said County of *Cumberland*, shall and may, from Time to Time, continue the Watch-house, and the Block-maker's Shop, and Store-Room at the End of the Pier, and repair or rebuild the same, and receive the Rents and Profits thereof to his and their own Use. 7. Ass.  
8. 3.

A sufficient Way, open and free for Carts and other Carriages, shall be left along each of the said Wharfs, and along the said Pier, and through the Wharf between *Henry Walker's* Ground Plot and Iron Oar Steaths, from the Ground of the said *James Lowther* behind the same Wharf, not less than three Yards, next adjoining upon the said Steaths; any Thing in this Act contained to the contrary notwithstanding. 5. 4.

And as it is found necessary to complete and finish the new Mole aforesaid, and to make a Counter-Mole and Head on the North-East Side of the said Harbour, to strengthen and repair the Pier with a new Bulwark, and other Works, and to cleanse and deepen the said Harbour; Be it further enacted, that, in Lieu of the aforesaid accustomed Duties of Anchorage, which have been heretofore usually paid, all which Duties are hereby wholly and for ever taken away and discharged, there shall be paid, from and after the 25th of *March*, 1709, for the Term of fourteen Years then next ensuing, the several Rates and Duties herein-after mentioned, *viz.* One Half-penny for every Ton, computing 192 Gallons, *Winchester* Measure, to the Ton, for all Coals that shall be delivered to be put on board any Ship or Vessel in the said Harbour for Exportation; which Duty on Coals shall be paid by the Master, or other Person, who shall have the Rule or Command of such Ship or Vessel, after the said Coals are so shipped, and before such Ship or Vessel go out of the said Harbour, and shall be discounted with the Owner or Proprietor of the said Coals out of the Price of the same; and the said Master, &c. is hereby impowered to discount and detain the said Duty accordingly. 5. 5.

There shall be paid for all Goods and Merchandize, which shall be imported and landed or discharged out of any Ship or Vessel in the said Harbour, from 5. 6.

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and after the said 25th of *March*, for and during all the Term aforesaid, the several Rates and Duties following, *viz.* For every Hoghead of Tobacco 3*d.* For every Hoghead of Sugar 6*d.* For every Ton of Wine, Brandy, or other exciseable Liquors, 2*s.* For every Ton of Hemp or Flax 1*s.* 6*d.* For every Hundred of Deals 8*d.* For every Last of Pitch or Tar 8*d.* For every Ton of Iron 12*d.* For every Ton or Raft of other Timber 4*d.* For every Barrel of Herrings 1*d.* For every Pack of Linen, containing two Hundred Weight, computing 112 Pounds to the Hundred Weight, 1*s.* And proportionably for every greater or less Quantity of the said Goods and Merchandizes respectively; And for all other Goods and Merchandizes so imported, 2*d.* in every 20*s.* of the Value, as they shall be rated and charged at the Custom-house; all which Sums of Money and Duties upon Importation shall be paid by the Merchant, or other Person into whose Custody or Possession, or by whose Order, the said Goods and Merchandize shall be delivered.

7 Ann. S. 7. From and after the said 25th of *March*, for and during the Term aforesaid, every Master, &c. commanding any Ship or Vessel, shall pay for every such Ship or Vessel, upon her Arrival at the said Port and Harbour from any other Port or Place in the Kingdoms of *Great-Britain* or *Ireland*, the Sum of 2*d.* per Ton; and from any Port or Place of her last Discharge in *Europe*, other than the Kingdoms of *Great-Britain* or *Ireland*, the Sum of 4*d.* per Ton; and from any Port or Place of her last Discharge in *Asia*, *Africa*, or *America*, the Sum of 8*d.* per Ton, according to the Tonnage of each Ship or Vessel so arriving there; the said Tonnage to be admeasured as is described in an Act the 5th and 6th of *Will. and Mar.* intituled, *An Act for granting to their Majesties several Rates and Duties upon Tonnage of Ships*, &c.

S. 8. Provided, that for every Ship or Vessel, which, during the Term aforesaid, shall, by Strefs of Weather, be drove into the said Harbour of *Whitehaven*, or shall otherwise come into the same for Security or Preservation, the said Port or Harbour not being the Port of their Discharge or Lading, there shall be paid one fourth Part of the aforesaid Duties of Tonnage upon Shipping, according to the Ports or Place from whence they shall arrive as aforesaid respectively, and no more.

S. 9. From and after the Expiration of the aforesaid Term of fourteen Years, one third Part of the Rates and Duties herein before charged upon the Tonnage of Ships and Vessels, and no more, shall for ever continue, and be paid in Manner aforesaid, for the perpetual repairing, cleansing, and maintaining of the said Harbour of *Whitehaven*.

S. 10. And, for the better collecting and disposing of the several Sums of Money, Rates, and Duties, hereby made payable, as well after the Expiration of the said Term as during the Continuance of it, and for the making and ordering of the Works herein before enumerated, and for the perpetual good Order and Regulation of the Harbour aforesaid, *Be it enacted*, that the said *James Lowther*, his Heirs and Assigns, Lords of the Manor of *St. Bees* aforesaid, for the Time being, or, in his or their Absence, any Persons deputed by them, under their Hands and Seals, and six other Persons to be likewise nominated, appointed, and changed, from Time to Time, by the said *James Lowther*, his Heirs and Assigns aforesaid, under their Hands and Seals, and *William Peryes*, *Clement Nicholson*, *Thomas Lutwidge*, *Robert Blacklock*, *Elisba Gale*, &c. Merchants, until the first Friday in the Month of *August*, 1716; and if, during that Term, any of them happen to die or resign, then such Person and Persons, as the greater Part of the Survivors of them shall nominate and elect, during the Residue of the said Term, and from thenceforth fourteen Persons to be chosen, nominated, and appointed, every three Years, by Ballot, by the Majority of the Inhabitants of the said Town of *Whitehaven*, at the Time of such Election dealing, by Way of Merchandize, in the Goods subjected to the Payments and Duties aforesaid, or any of them; or being Master, or having any Part or Share, not less than one Sixteenth, of any Ship or Vessel then actually belonging to the Port of *Whitehaven*; the first Election to be made on the first Friday in *August*, 1716, aforesaid, at the Court-house in the Town of *Whitehaven*; and so, from Time to Time, on every first Friday of every Month of *August*, in every third Year

Year after the said first Election successively for ever, *shall be*, and are hereby constituted and appointed Trustees, for the ordering and directing the Collection, Receipt, and Disposal of the Sums of Money and Duties, which, from Time to Time, by Virtue of this Act, shall become due and payable, and for ordering and directing the Building, and making the Works in this Act before enumerated, and for deepening, cleansing, and regulating the said Harbour of *Whitehaven*, in such Manner as in this Act is provided.

And to the End the said Duties and Payments may be duly collected, levied, and paid, according to the true Intent and Meaning of this Act, *It is further enacted*, that it shall be lawful for eleven or more of the said Trustees, to chuse and appoint such Collectors and Receivers of the Duties and Monies payable by this Act, and to displace them, and appoint others, as they shall think fit.

Provided, that the said Trustees take for such Collectors, &c. good and sufficient Security for the faithful Discharge of their respective Duties, &c.

The said Collectors and Receivers shall receive for their Pains, in executing their Offices, such Sums as the Trustees shall think fit, not exceeding, for all together, 12*d.* in the Pound; and the Trustees are hereby impowered to meet on the first Friday in the Month of *June*, in every Year, or oftener if they think fit, at the Court-house in *Whitehaven*, to audit the said Collectors', &c. Accounts, which, with all their Proceedings relative to the Trusts, shall be fairly entered into Books provided for that Purpose.

All the Sums of Money and Duties, collected by Virtue of this Act, shall be applied and disposed for the Uses of the said Harbour, and in such Manner as is in this Act directed, and for no other Use, Intent, or Purpose whatsoever, *viz.* Eleven or more of the said Trustees shall, and may, from Time to Time, direct and order the making of the aforesaid Works, and the deepening and cleansing of the said Harbour, in such Manner as they shall think most necessary and conducive to the Ends and Purposes aforesaid, according to the true Intent and Meaning of this Act; and shall likewise order and direct the fixing and erecting of Posts for Mooring, on the said Pier and Wharfs as they shall think expedient, and the perpetual repairing of the said Pier, Moles, Wharfs, and mooring Posts, and the cleansing and maintaining of the said Harbour; and shall order the Removal of all Annoyances to the said Harbour and Wharfs, and may contract with Workmen; but first repay the Charges of passing this Act, &c.

Provided always, that no other Walls, Enclosures, or Breast-Works, but what are directed in this Act, be made within the Limits of the said Harbour, upon any Pretence whatsoever, without the Consent and Approbation of the said *James Lowther*, his Heirs, &c. and of seventeen, or more, of the rest of the said Trustees for the Time being.

And be it further enacted, that no Ship shall unlade any Ballast in the said Harbour in the Night Time, nor throw any Thing into it, either of Stone, Rubbish, &c. There shall not be kept any Fire, nor any lighted Candle, except in a Lanthorn, or in Case of Necessity, on board any Ship or Vessel lying in the said Harbour, under different Penalties, &c. That, if any Ship or Vessel shall, through Mismanagement or Carelessness, run foul, or bilge upon the Pier, Moles, or new Wharf belonging to the said Harbour, whereby the same shall be any Ways damaged, the Master or Ruler of such Ship or Vessel shall, with all convenient Speed, upon Notice, repair the Damages so sustained, at the Charge of such Ship or Vessel, under the Penalty of double the Value thereof, for every such Neglect. That, for the natural Securities of the said Harbour, no Person shall Quarry, take or carry away any Stones, either below the High-Water Mark, or from the *Baurgh*, &c.

Provided nevertheless, that the said *James Lowther*, &c. and any seventeen or more, of the rest of the Trustees, may, from Time to Time, as they shall see Occasion, explain or alter all, or any, the aforesaid Orders, in this Act particularly provided, or the Penalties of the same; and also substitute or make any further or other Orders and By-Laws, for the better Government and Regulation of the said Harbour, and the Wharfs aforesaid, and under such Penalties, not exceeding 6*s.* 8*d.* for any one Offence, as they shall judge requisite for that Purpose; and that they may also, by the like Concurrence, make



any other Work or Works, in or about the said Harbour, as well for the better preserving, securing, cleansing, and deepening the same, as also for the more convenient docking, repairing, and cleansing of Ships or Boats, or for any other Uses, Improvement, or Accommodation of the said Harbour, or of the Shipping therein, as they shall find necessary or expedient; any Thing in this Act contained to the contrary thereof notwithstanding.

7 *Ann.*  
§. 18.

And for the more effectually preventing the throwing of Ashes, &c. into the Harbour, fifteen or more, of the Trustees, with the Consent of the said *James Lowther*, may appoint and agree with a Scavenger, within the said Town for carrying away the Dirt, &c.

§. 19.

All Penalties for any Offence committed within the Precincts of the said Harbour, after deducting the Charges of Prosecution, and Allowance to Informers, as the Trustees shall think fit, shall be applied to the Uses of the said Harbour, which Penalties may be recovered by Distress and Sale, &c.

§. 20.

In Case the Collectors and Masters of Ships cannot agree about the Tonnage, it shall be lawful for the said Collectors, at all convenient and seasonable Times, to enter into such Ships, and to admeasure the same, according to the Directions of the Act of Parliament herein-before referred unto, which Admeasurement shall be the Rule to charge such Ships, then, and at all Times afterwards; and, in Case any Master, &c. do not, upon reasonable Demand, pay the aforesaid Duty upon Coals, chargeable upon him by this Act, and to be discounted upon the Coal Owner, as aforesaid; and likewise, in Case any such Master do not, upon like reasonable Demand, after the Tonnage of the said Ship is agreed unto, pay the said Duty upon Tonnage, it shall be lawful for the Collectors to take any Tackle, &c. belonging unto such Ship or Vessel, by Way of Distress, and to sell the same, in Case Payment is delayed for three Days, &c.

§. 21.

And, in Case the Sums, appointed by this Act to be paid for any Goods or Merchandizes imported, shall not be paid by the Merchant, or Owner thereof, upon reasonable Demand made, the Collectors may distrain all, or any Part thereof, or any other Goods belonging to the said Merchants or Owners, which shall then or afterwards come to, or be found in, the Precincts of the said Harbour; and, in Case of Non-payment in three Days, may sell the same, &c.

§. 22.

The Officers of the Customs at the Port of *Whitehaven*, shall permit the Collectors of the Duty hereby given, without Fee, to resort unto, inspect, and take Cognizance, of any Entries which shall be made there, of any Goods or Merchandize chargeable by this Act; and the said Officers of the Customs shall not discharge any Ship outwards or inwards, until the Duties hereby granted for Tonnage on Ships and Coals shall be paid, to be proved by the Master's producing a Certificate thereof under the Collector's Hand, &c.

§. 23.

And, the better to cleanse and deepen the said Harbour, it shall be lawful for eleven or more of the Trustees, to order the digging and removing any Stones, &c. within the Precincts of the said Harbour, &c. and likewise they shall have free Liberty to dig, quarry, and take all such Stones, within the said Harbour as may be useful for walling or otherwise, and to use the same in the Works of the said Harbour, and to sell such Part of them as there shall be no Occasion for, and apply the Money arising by such Sales to the Uses of the said Harbour only; and if there be not Stones sufficient for the said Work, to be got within the Precincts of the said Harbour, they shall have Liberty to quarry and take so much more, as, together with the Stones arising within the said Harbour, shall be necessary for the Uses and Purposes of it, in any Place or Places upon the Sea Shore, within the Manor of *St. Bees*, beyond the aforesaid Line, drawn from the Western Points of *Tombeard-Rocks* to the *Baurgh*.

§. 24.

Eleven or more of the Trustees shall, by Writing under their Hands, appoint a Pier-Master, to continue during their Pleasure, who shall have Power to order the regular lying, anchoring, and mooring of Ships and Vessels in the said Harbour, and to determine any Difference that may happen in Relation thereto, and to cause a due Execution and Observance of the Rules in this Act, appointed, &c. and the Trustees are hereby impowered to allow such Person a Salary, not exceeding 20*l. per Annum*, &c.

And



And, for the better Security of Ships, which may have Occasion to put into the said Harbour in bad Weather, all that Part of *Whitehaven-Bay*, lying on the North-East of the said intended Counter-Mole, shall be always left with a free and open Beach to the full Sea; and no Walls, Wharfs, or Breast-Works, shall, at any Time, be made there, upon any Pretence whatsoever, in any such Depth of Water, as may endanger any Ship or Vessel to strike or run upon the same, without the Consent and Approbation of seventeen of the Trustees for the Time being.

Provided nevertheless, that, as the Land shall happen to gain on the Sea, on the North-East Side of the said Counter-Mole, it shall be lawful for such Persons as shall be Owners of such Lands to advance any Buildings or other Works, at their Will or Pleasure, so as not to endanger the Striking of any Ship or Vessel thereon; any Thing herein contained to the contrary thereof notwithstanding.

And as the temporary Duties, granted by this Act, cannot of a long Time raise such a Sum of Money as may be sufficient for the aforesaid extraordinary Works, which are to be done at the said Harbour; *It is therefore further enacted*, that eleven or more of the said Trustees are hereby empowered by Deed or Deeds, indented under their Hands and Seals, to convey and assure all the said Duties hereby granted, or any Part of them, for all, or any Part of the said Term of fourteen Years, as they shall judge requisite, to any Person or Persons, who shall be willing to lend or advance any Sum or Sums of Money thereupon, at Interest, not exceeding the Rate of Six Pounds *per Centum per Annum*, which Money, so lent or advanced, shall be employed for and towards the Uses of the said Harbour, according to the true Intent and Meaning of this Act, &c.

If any Action, Suit, &c. shall be commenced, &c. against any Person, for any Thing that he shall do in Pursuance of this Act, &c. he may plead the general Issue, &c. And this Act shall be taken, and allowed in all Courts as a publick Act, &c.

*Continued by 10 Anne for 14 Years.*

The Preamble recites the Acts 7 and 10 *Anne*, and shews their Deficiency; and then this Act continues the said two recited Acts for twenty-one years, to commence after the 10th Day of *April*, 1740, except so far as either of them are by this Act enlarged, altered, or otherwise explained.

It is further enacted, that the Trustees appointed by the former, or this present Act, have Power to Mortgage all or any Part of the Duties, subject to the forementioned Debt of 938*l.* 17*s.* 7*d.* 3*q.* to any Person who shall advance Money thereon, to effect the necessary Purposes of this Act, and secure the Repayment of the Sums so advanced, with Interest for the same.

The Money directed to be borrowed by this Act shall be applied, in the first Place to discharge the Sum of 938*l.* 17*s.* 7*d.* 3*q.* borrowed by Authority of former Acts, with the Interest, and afterwards for making such new Works as may be necessary for improving the said Harbour, and keeping the same in good Repair.

After the said Sums are paid off, and the Harbour judged by the Justices of the Quarter-Sessions, to be in good Repair, the temporary Duties shall cease, and a Moiety only of the Duties on Tonnage of Vessels granted by the former Acts, shall continue, to keep the Harbour in Repair for ever.

This Act shall be deemed a publick Act, &c.

*The rest of the preceding Act is only relative to mending the Roads, and setting up Turnpikes in the Neighbourhood of Whitehaven; and consequently, having no Affinity with the Maritime Affairs we are now treating of, its Insertion here would be superfluous and unnecessary.*

## GREENOCK.

The Town of *Greenock*, in the County of *Renfrew*, being advantageously situated on the River *Clyde*, for carrying on both foreign and coasting Trade, the Superior, with the Inhabitants thereof about the Year 1705, began to

24 Geo. II.  
P. 944.

raise Money by a voluntary Subscription, for building a Harbour there, and some Progress hath been made therein, which, if completed, would be of great Advantage to the Town, and to the Trade and Navigation of those Parts; but the Produce of the Subscription has been found insufficient to answer that Purpose, and to defray the Expence of cleansing the Harbour, and of performing other Works which are absolutely necessary to be done, to render the same useful and commodious: And, as the Building of a new Church, Town-house, &c. are necessary and much wanted, but the Inhabitants are not able to raise Money to answer the Expence thereof, nor to complete the Harbour, and keep all the said Works in Repair, without the Aid of Parliament; *It is enacted*, that from and after June 1, 1751, for the Term of thirty-one Years, and to the End of the then next Session of Parliament, a Duty of two Pennies *Scots*, or one Sixth Part of a Penny Sterling, over and above the Duty of Excise payable to his Majesty, shall be laid upon every *Scots* Pint of Ale or Beer, brewed, brought in, tapped, or sold, within the Town of *Greenock*, and Baronies of *Easter* and *Wester-Greenock*, and *Finnart*, or the Liberties thereof; to be paid by the Brewers for Sale, or Venders thereof, to *John Alexander*, Writer, and present Bailiff, *Robert Donald*, *Robert Rae*, &c. Merchants, who are appointed Trustees for cleansing and repairing the said Harbour and Piers, and for building a new Church, &c. and for putting in Execution all other the Powers of this Act; and the Money so to be raised shall be vested in them, and be applied to the several Uses and Purposes aforesaid; the Charges of obtaining this Act being first deducted.

P. 945.

The Remainder of this Act is the same as the preceding ones of *Kirkcaldy*, *Anstruther-Easter*, and *Kinghorn*, so excuse to insert it; and before I shut up this Article of Ports and Havens, I shall remark, that every Act concerning them, makes any Ballast, Stone, Rubbish, or any Thing else hurtful, thrown into them, *Penal*, in Conformity with the general Act of 19 Geo. II. before recited at Pages 146, 147 of this Work.

#### LEITH HARBOUR.

27 Geo. II. By this Act, Power is given to the Magistrates of *Edinburgh* to contribute 2000*l.* and likewise to receive Contributions from other Persons, towards improving and enlarging this Harbour, and erecting Conveniences for building, repairing, lading, unlading, and laying up of Ships and Vessels, and for the building of Warehouses, Wharfs, and Keys; but, as no Duty is laid on Shipping by this Act, we shall take no further Notice of it.

#### POOLE.

29 Geo. II.  
Sect. 5.

The Mayor, Bailiffs, Burgeses, and Collectors, &c. may demand Payment of the several Duties appointed by this Act, in Respect of Goods, &c. imported into *Poole* Harbour, and also of Ballast Duties and Boomage, from the Master of the Vessel wherein such Goods, &c. shall be imported, at the Time he shall make his Entry, with the Officers of the Customs, of the Cargo of such Vessel; and may also demand Payment of the Duties on Goods, &c. exported from, reladen at, or taken out of any other Vessel in the said Port or Harbour, in Order to be exported, from the Master at the Time he shall clear out.

On Non-Payment of the Duties, the Mayor, or any Justice of the Peace, of the Town of *Poole*, may, by Warrant, distrain or stop such Vessel till the Duties are paid, with the Costs and Charges of such Distress.

The Master to deliver to the Collector of the Duties, in Writing, an Account of all Goods on board, subject to these Duties, on Penalty of 10*l.* for every Offence.

Salt and Rice, for which the Duty shall have been paid on Importation, to be exempted.

The Master to forfeit 40*l.* if he refuses or neglects to station his Vessel in such Place as the Quay-Master shall assign for taking in or throwing out Ballast, for lading or unlading his Vessel.

ALL

All Goods, landing on any Quay or Wharf, shall be removed in three Days <sup>29 Geo. II.</sup> from the Landing, or the Owners forfeit 12d. per Ton, for every Ton of Goods <sup>sect. 16.</sup> remaining after that Time, and likewise 12d. per Ton for every forty-eight Hours they shall remain there.

No Person to empty any Ballast, &c. into the Harbour, on Pain of being <sup>sect. 17.</sup> deemed a publick Nuisance, and their being punished accordingly.

Twenty hundred Weight of Scale Goods, or two Hundred and fifty-two <sup>sect. 18.</sup> Gallons of Liquids, or forty Square Feet of measurable Goods, to be deemed a Ton. If any Dispute arises as to Tonnage, to be determined by the Mayor and two Justices, and four younger Brothers of the *Trinity-House*, or the Majority of them.

*The Table or Schedule of Harbour-Duties, Quayage, or Wharfage Boomage and Ballast-Duties, chargeable on the Goods, and to be paid by the Master.*

For every Ton of Goods, imported or exported, shipped or unshipped, laden or unladen, in, on, or out of, any Ship or Vessel, within the Limits of the Harbour of *Poole*, the Sum of 3d. per Ton.

Provided it shall be lawful to import or export &c. any Goods into or from the Channel, leading to *Wareham*, to the Westward of the South West Buoy, off the Bulwarks of *Hamkey*, and near the Entrance of the little Channel, leading to *Poole*, free of the said Duty: Neither shall any Duty be paid by open Boats, Lighters, or Barges without Decks, for bringing Goods from *Wareham*, or any Part of the Channel to the West of the South-West Buoy, or any Part of the Isle of *Purbeck*, within *North-Haven Point* to *Poole*, or from *Poole* to *Wareham*, or any Part of the Channel to the West of the said South-West Buoy, or any Part of the Isle of *Purbeck*, within *North-Haven Point* aforesaid; but if the Goods shall be imported in decked Vessels into or out of the little Channel within *Poole Stakes*, then the Duties to be paid.

For Boomage the following Duties shall be paid, except for Vessels employed in fishing or dredging.

Every decked Vessel of 10 Tons Burthen, or under, shall pay 6d.

Ditto 20 Tons, or above 10, 1s.

Ditto 30 Tons, or above 20, 2s.

Ditto 40 Tons, or above 30, 3s.

Ditto 50 Tons, or above 40, 4s.

Ditto 60 Tons, or above 50, 5s.

Ditto 100 Tons, or above 60, 6s.

Ditto above 100 Tons 7s.

For Ballast the following Duties shall be paid: For every Ton of Ballast, shipped or unshipped within *Poole Stakes*, 6d. But it shall be lawful to ship or unship Ballast in the Channel leading to *Wareham*, to the Westward of the South-West Buoy, or any Part of the Isle of *Purbeck*, within the *North-Haven Point*, Duty Free. And no more than 6d. per Ton shall be paid for unshipping and shipping Ballast within *Poole Stakes* to careen.

Tobacco-pipe Clay to be exempted from all Duties.

#### MILFORD HAVEN.

In this Session of Parliament 10,000*l.* were granted towards carrying on <sup>31 Geo. I.</sup> Works for fortifying and securing the Harbour of *Milford Haven*, on Account of its convenient Situation for fitting out Fleets, and stationing Cruisers; but as no Duties were laid on Shipping for perfecting this useful Work, I shall omit mentioning any Thing further in relation to it.

HAVING thus given a Summary of the Laws in being relative to the Ports and Harbours of *Great-Britain*, with which all Masters of Ships, Owners, and Merchants should be well acquainted; the first, that they may duly conform thereto, and the two latter, that they may form a just Estimate of all the Expences to be incurred by their Ships and Merchandise in our home Ports; it will be necessary to add some Directions for the better Observance of the Laws and

and Regulations of foreign Ports, *British* Masters of Ships being often very negligent, or wilfully obstinate upon this subject, so that in general they pay more Forfeitures or Penalties in Foreign Ports than those of any other Nation, and occasion more Trouble to their Consuls, who are often obliged to interpose their Good Offices to save them from Corporal Punishment. Indeed, it is a lamentable Truth, that they acquire such a Contempt of legal Authority from the Licentiousness of the Times at Home, that they submit to it with great Reluctance abroad, and sometimes prove refractory even to their natural Protectors. In all foreign Ports implicit Obedience, it is expected, should be paid to the Harbour or Quay-Master, his Deputy, and other Assistants. A prudent Captain will therefore take Care to moor his Ship in the Part of the Harbour or Basin assigned him by the said Officers. And his next Care should be to obtain from the Factor or Merchant to whom he is consigned, a Copy, whether printed or written, of the Regulations established by the Magistrates of the Places for the Masters of all Ships and Vessels entering their Harbour. I am particular upon this Head; because in many foreign Sea Ports, the Harbour Dues are farmed out to low People, at a Rack Rent, who intending to make the most of their Bargains, carefully conceal the said Regulations from Strangers, wishing that they should violate rather than observe them, that they may be enabled to levy Fines, and Penalties. Sometimes also, the Office of Baillie, which answers to our Sheriff, is purchased from the Prime Minister or Prince of the Country, by Men of mean rank and avaricious Principles, and the Power of convicting Offenders being vested in them, like English trading Justices of the Peace, they live by Fees for Commitments and Discharges. This happened to be the Case while the Editor was *British* Vice Consul at Ostend; and it was not until he had presented a strong Memorial to the Court of Brussels, that an Order was sent to the Magistrates of Ostend to print their Port Regulations, and to distribute a sufficient Number of them to the *British* and *Danish* Consuls, the only two then resident, and also to all Masters of Ships requiring Copies.

A. D. 1781.

The Emperour having just made Ostend a free Port, by which wise commercial Revolution, the Oppressions under which the Trade and Navigation of the *Austrian Netherlands* laboured are mostly removed, and the Port greatly resorted to by Vessels of all Nations, especially *British*, in the Time of War with *France*, *Spain* and *Holland*, we cannot do a more acceptable Service than to insert a Copy of the above mentioned Regulations, which were drawn up by an eminent Flemish Civilian, and founded upon those of other Maritime Countries.

*Directions for Masters of Ships and Vessels in the Port and Key of OSTEND.*

## I.

IT IS FORBID to all Masters, Pilots, Sailors, Fishermen, Bilandermen, and others to make Fire on board their Ships or Vessels in the Quay or Basin, on any Pretext whatever, under a Fine of ten Guilders.

## II.

To make fast either to the Piles or Posts of the Harbour, or to those serving to uphold or preserve the Key or Basin, under the same Penalty as above.

## III.

To throw any Filth or Dirt whatsoever, into the Basin under the same Fine.

## IV.

To come into the Key or Basin and there to take place without the Knowledge and Consent of the Key Master, under the same Penalty.

## V.

To place their Ships or Vessels on the Floor, being of Oak, of the Sluice at the End of the Key, *Idem*.

## VI.

To change Birth, or haul their Ships or Vessels, either in the Harbour or in the Key, without the Key-Master's leave, *Idem*.

## VII. To

## VII.

To incumber or stop up the Entrance of the Key or Bafon with their Ships, Vessels, and Bilanders, under three Guilders Fine.

## VIII.

To land on the Key Anchors, Guns, Carriages, Masts, &c. and other such Articles, without the Key-Master's Knowledge, under a Penalty of three Guilders for each Piece.

## IX.

To abuse by Word or Deed the Key-Master when he is performing his Duty, under a Fine of twelve Guilders, besides arbitrary Correction, often Imprisonment.

## X.

It is likewise ORDERED that all Masters, Pilots, Sailors, Fishermen, Bilander-men, and others, do put a Sail betwixt the Ships and the Bilander, when they want to be ballasted in the Key or Bafon, under ten Guilders Fine.

## XI.

To hawl their Ships or Vessels out of the Bafon on the very first Order of the Key-Master, *idem*.

## XII.

To land their Gun-powder, and get it transported to the Burgher's Magazine immediately after the Vessel is made fast in the Key or Bafon, under fifty Guilders Fine.

## XIII.

To obey instantly and without Reply to the Key-Master's Command, either to go out of the Bafon, or to hawl their Ships or Vessels a-head or a-stern, or any other Thing whatsoever, under six Guilders Fine; and further, to indemnify the Masters of any Ships that might suffer Delay by his Refusal, whereon Credit shall be given to the Key-Master.

## XIV.

On such or the like Occasions the Key-Master is authorised to take People, at the Expence of the Captains refusing, to hawl away and change their Births, to cut their Hawfers, and act as he will judge proper, without being responsible for any Damages.

## XV.

Every Captain is obliged to hoist his Colours on *Sundays* and Holy-Days, Saints' Days innumerable, under three Guilders Fine: He must also hoist his Colours at any Time the Key-Master advertises him so to do.

## XVI.

Finally, every Ship or Vessel arriving in the Harbour laden, or in her Ballast, pays three Stivers (Pence) *per* Last for Lights, and one Stiver Key Dues; being together four Stivers *per* Last.

Besides a due Attention to the Regulations of Ports, Masters of trading Vessels should be careful not to give Offence to the military Governors, or the Officers on Guard, in Garrisons. To avoid it, they should inquire what military Orders are given out with respect to the Harbour, and oblige their Crews to observe them. As they vary in different Places, it is impossible to enumerate them; but one Instance may serve to explain this Hint. Firing a Musquet, or even a Pocket-pistol, on board a Ship or on Shore, without Leave obtained from the commanding Officer, or giving previous Notice of the Intention in firing it, is an Offence liable to Punishment by Imprisonment. In the Month of *November, 1765*, a Boy on board an *English* Collier fired at a Bird flying a-cross the Bafon; the Officer on the Quay-Guard was alarmed, sent a File of Soldiers on board, and demanded the Boy: The Master concealed him, and, refusing to deliver him up, was himself carried on Shore, and kept in Custody till the Matter was compromised by the Intercession of the *British* Vice-Consul. But it may so happen, that no such Protector is on the Spot, in which Case great Inconveniences may arise from Ignorance of the established Customs in Sea-Ports which are Garrison-Towns.

M m m

Heavy



Heavy Forfeitures and Penalties are likewise often incurred by purchasing spirituous Liquors and Wines, in retail Quantities, at improper Places, and of improper Persons. At Ostend, and in other foreign Ports, Publicans are only allowed to sell Liquors to their Guests in their own Houses; and if a Sailor carries a Bottle of Ale, Spirits, or Wine from an Inn or Ale-house, he may be fined or imprisoned for defrauding the *Cantein*, an Office appointed by the Magistrates for the Sale of such Liquors, in any Quantity under a Gallon, annually farmed out to the highest Bidder.

In a Word, no Care or Circumspection can be too great on the Part of Masters of trading Ships, to keep themselves and their Crews free from all Molestation in the Ports to which their Cargoes are consigned.

### Of Light-Houses.

LIGHT-  
HOUSE.

A LIGHT-HOUSE is a Marine Term for a Tower, commonly advantageously situated on an Eminence near the Sea-Coast, or at the Entrance of some Port or River, for the Guidance of Ships in dark Nights, by the Illumination of a Fire or Candles burnt on the Top of them. The first we read of was called *Pharos*, from the Greek Word *Phos*, in Latin *Lumen*, Light, and *Oras*, Latin *Videre*, to see; and this was so superb a Fabrick, as to be reckoned one of the Seven Wonders of the World, and to give a general Name to all successive ones: It was built by *Ptolemy Philadelphus*, on a small Island at the Mouth of the Nile, near *Alexandria* in Egypt, and is said to have cost that King 800 Talents. It is recorded to have been built square, upon four Pillars of Glass resembling Crabs, 300 Cubits high, on which a Fire was nightly burnt to warn approaching Pilots of those dangerous Coasts, and by this Means direct them to shun the Risks they were exposed to: But though this was so justly celebrated both for its Use and Magnificence, it was equalled, if not exceeded, in Fame by the renowned *Colossus* of *Rhodes*, which served for the same Purpose. This inanimate Monster was a brazen Statue of *Apollo*, set up at the Entrance of that Island's Harbour, with its Feet resting on the two Shores; it was about forty-two Yards high, and its Stride so great that the largest Ships sailed into the Port between its Legs: This gigantick Figure was dedicated to the Sun, and its prodigious Size may be ascertained by the Dimensions of its little Finger, which it is said few Men were able to embrace. It was the Work of *Chares*, a Disciple of the celebrated Sculptor *Lyfippe*, who was twelve Years in perfecting it, and it is reported to have cost about 44,000*l.* Sterling; though I should imagine this to be very far short of its Value, as, when broken to Pieces, it loaded 900 Camels. It remained erect for the Space of 1360 Years, and was then thrown down by an Earthquake, in which Prostration it continued for a long Time, till the *Saracens* became Masters of the Isle, and sold it to a Jew, who quickly destroyed this Master-Piece of Art, to accommodate his removing it by the Means of the aforementioned Animals.

The Tower of *Cordon* on the River *Bordeaux*, the *Pharo* of *Messina*, the Lanthorns at *Genoa*, *Barcelona*, &c. are respectively serviceable to the Ships using those Parts; as our's on *Scilly*, the *Eddystone*, *Caskets*, *Portland*, *Dungeness* *Forelands*, *Skerries*, &c. besides the floating Light at the *Nore*, are to Navigation, in a more extensive Manner.

That on the *Eddystone* was begun by its ingenious Projector, Mr. *Henry Winstanley*, of *Littlebury* in the County of *Essex*, Gent. in the Year 1696, and, after great Labour and Expence, was finished in something more than four Years, though a much less Space of Time would have sufficed, had not the many Difficulties of Stormy Weather, Hardness of the Rock, Tides, and other Impediments he had to struggle with, protracted the Work, and rendered the first Lodgement, or Foundation of the Building, very hazardous and troublesome; however, a Person of Mr. *Winstanley*'s enterprising Genius was not to be intimidated by the Impediments that presented to obstruct the Prosecution of his intended Fabrick; but he watched every Spurt of fair Weather, and Ebb of the

the Sea, as well to commence as to carry it on, and happily ran through his Toils by concluding it in the aforesaid Time, though the Light was put up on the 14th of November, 1698, and it thenceforward was inhabited: It stood till the 27th of November, 1703; when Mr. *Winstanley*, unfortunately being in it, found he had been building his Tomb, as that dreadful Storm laid the Rock once more bare, and buried both him and his Works in the Sea; a plain Proof of the Deficiency of human Contrivance, and of the Insecurity of the best projected Fabricks, when Providence interferes. Its Re-building was begun in July, 1706, by *John Rudyerd*, Gent. a Light put up therein, and made useful, July 28, 1708, and finished completely in 1709; since which it hath withstood the Tempests it is exposed to, firm and secure.

This Light-house bears from *Plymouth*, or the Entrance of the Sound, S. and by W. and from *Ram-head* S. and half a Point Eastwardly, and is distant from the Anchoring in the aforesaid Sound four Leagues, and from *Ram-Point* about three Leagues and a half, this being the nearest shore to the said House; and the Isle of *Maystone* bears from the Light-house about N. E. and is also four Leagues distant South. All Ships, coming from the East or West to *Plymouth*, have much the same Advantage of the Light: All the Rocks near this House are on the Eastwardly Side, and stretching North, but most Southerly, and all are covered at High-Water; but on the West Side any Ship may sail close by the House, there being twelve or thirteen Fathoms Water, and no hidden Rock; though towards the E. and by N. about a Quarter of a Mile distant from the House, there lies one that never appears but at low Spring Tides, and is the more dangerous as it is little known.

The Sea ebbs and flows at this Rock on Spring Tides 19 Feet, and then at High-Water all the Rocks are covered, though a smooth Sea; and it is High-Water at the same Time as at *Plymouth*; but it runs Tide and half Tide; so that it runs East three Hours after it is High-Water, and yet the Sea falls lower; and it runs West three Hours after it is Low-Water, and yet the Sea riseth.

At low Tides, especially Spring Tides, three great Ranges of Rocks appear very high, and lie almost parallel, stretching towards the S. E. and N. W. the House standing the Westernmost of all. The afore-mentioned hidden Rock is a full Cable's Length from all these others, and lies as aforesaid.

There is always a Family living in it, to tend its Light; and the following Acts have been made for its Management and Support, viz.

From the Time of placing a Light useful for Shipping in *Eddystone* Light-house, 4 and 5 *Ann* there shall be paid to the Master, Wardens, and Assistants of *Trinity House* of *Deptford Strand*, by the Masters and Owners of all *English* Ships and Barks which shall pass by the said Light-house, except Coasters, 1*d.* per Ton outward-bound, and 1*d.* per Ton inward-bound, viz. of the Merchants one Moiety, and of the Owner the other Moiety; and of all such Aliens' Ships as shall pass by the said Light-house 2*d.* for every Ton of the Burden of the Ship; and every Coaster passing by the said Light-house shall pay 2*s.* for each Time: The said Duties to be collected by such Persons as the said Master, &c. shall appoint, in such Port whence such Ship shall set forth, or where such Ship shall arrive, before they lade or unlade; the said Duties to be recovered by Action of Debt, &c.

The Duties in the Act 4 and 5 *Anne*, Cap. 20. directed to be paid by any Ship passing by *Eddystone* Light-house, shall be paid for every such Ship, as well those belonging to her Majesty's Subjects as Strangers, which shall pass by the said Light-house, from or to any Port, and shall be received of the Master of such Ship in any Part of *Great-Britain* or *Ireland*, and may be recovered in any of her Majesty's Courts of Law.

No Custom-house Officer shall make out any Cocket, or other Discharge, or take any Report outwards, for any Ship, until the Duties granted by the said Act, and payable by the Master of such Ship, shall be paid; and that such Master produces a Light-Bill, testifying the Receipt thereof.

It shall be lawful for every Person authorized by the *Trinity-House* to go on board any foreign Ship to receive the Duties, and, for Non-payment, to distrain any Tackle belonging to such Ship; and, in Case of any Delay in Payment, for three

three Days after Distress, it shall be lawful for the Receivers of the said Duties to cause the same to be appraised by two Persons, and to sell the said Distress.

8 Geo. C. 17.  
S. 4.

This Act and also the said former Act shall be publick Acts.

The following Act is concerning the Light-house built on the Island or Rock called *Skerries*, lying in the Sea near *Holyhead*, in Confirmation of Letters Patent granted to *William Trench*, Esq. for building it, and recovers the same Duties as the preceding one, though all the others receive but Half.

8 Geo. II.  
Cap. 36. S. 1.

All the Powers and Duties granted in Letters Patent, bearing Date at *Westminster* the 13th of *July*, 13 *Anne*, to *William Trench*, Esq. deceased, for erecting a Light-house on the Island or Rock called *Skerries*, near *Holyhead* in the County of *Anglesea*, shall have Continuance for ever, subject to a Proviso, as to the maintaining of the Light-house in the Letters Patent contained, and to the Trust in the Act mentioned, and shall be vested in *Sutton Morgan*, Clerk, who married the only surviving Child of the said *William Trench*.

S. 2. The said *Sutton Morgan*, his Heirs and Assigns, may demand of Masters and Owners of every Ship or Bottom passing, crossing, or sailing in or through *St. George's Channel*, by *Holyhead* or *Wicklow*, to or from any foreign Port, or which shall pass or cross the said Channel to or from any Place in *Great-Britain*, Southward of *Holyhead*, from or to *Wicklow*, or any Place Northward thereof in *Ireland*, or that shall pass, cross, or sail from any Place Northward of *Holyhead*, and sail between *Holyhead* and the *Calf of Man*, or any Way in *St. George's Channel* to the Southward of *Dublin*; and likewise from all Coasters passing to or from any Place in *Great-Britain*, North of *Holyhead*, from or to any Port, &c. South thereof, 1*d.* per Ton coming into, and the like Sum going out of, the said Ports in *Great-Britain* or *Ireland*, and double such Duties for any foreign Ship.

S. 3. Ships laden with Coals in *Great-Britain*, North of *Liverpool*, for *Ireland*, or the greatest Part of their Lading being Coals, and passing from *Great-Britain* to *Ireland*, shall only pay one Voyage in every Year; the same to be paid the first Voyage yearly, before clearing out of the Custom-houses, either in *Great-Britain* or *Ireland*.

S. 4. In Consideration of the Benefit the Pacquet-Boats sailing betwixt *Holyhead* and *Dublin* receive by the said Light-house, the Post-Master General shall pay to the said *Sutton Morgan* the annual Sum of 50*l.* without Fee, quarterly.

S. 5. If any Person, having the Command of any Ship, shall refuse to pay the Duties, it shall be lawful for the said *Sutton Morgan*, his Heirs, &c. to seize any Goods of any Master or Owner of such Ship, and to keep the same till the Duties are paid; and, in Case of Delay in Payment three Days after such seizing, he may cause the same to be appraised by two sworn Appraisers; and afterwards sell the Goods.

S. 6. Nothing herein shall charge any of his Majesty's Ships of War.

S. 7. The said *Sutton Morgan* shall be freed from the Payment of 5*l.* per Annum Quit-Rent, reserved by the Letters Patent.

S. 12. This Act shall be a publick Act.

#### LITTLE CUMRAY LIGHT-HOUSE.

19 Geo. II.

By this Act the Trustees are impowered to erect a Light-house on this Island, at the Mouth of the River *Clyde*, and to fix such Beacons, Buoys, Land or Sea Marks, on any Place in the Firth, as they shall think necessary for rendering the Navigation more safe and convenient.

The Master or Owner of every Vessel, bound outwardly on any foreign Voyage, passing the Light-house, to pay 1*d.* Sterling per Ton, and 1*d.* per Ton passing inwards from any foreign Voyage to the Northward, whether they pass by the middle Passage between the Islands of *Little Cumray* and *Bute*, or by the East Side of *Little Cumray*, or between the Islands of *Bute* and *Arran*, and whether they discharge in the *Clyde* or not: Every foreign Vessel to pay 2*d.* per Ton, inwards and outwards; every Vessel of 30 Tons or upwards, trading to or from any Part of *Great-Britain* or *Ireland* only, to pay 2*d.* per Ton every Time

Time they pass; and for every Vessel of fifteen Tons, under the same Restriction, 2*d.* per Ton per Annum; the Year to commence from June 24, and the Payment for the Current Year to be made before clearing the Port.

On Refusal to pay the Duties, the Trustees have Power to distrain any Part of the Tackle of the Ship, and sell the same, returning the Overplus.

There are also some Lighthouses erected for the Service of private Ports, as at *Ilford Combe*, on *St. Bee's Head* near *Whitehaven*. And large Lanthorns are ordered by the Statute, to be set up on Poles at the Heads of some Quays, such as at the Harbour of *Minehead*, on the River *Severn*, &c. and Duties are assigned for maintaining them. See 10 *Anne*, Cap. 24.

The Masters, Wardens, and Assistants of the *Trinity House* at *Deptford Strand*, may at their Costs set up Beacons, and Marks for the Sea, in such Places near the Coasts, or *Forelands*, as to them shall seem meet.

No Steeple, Trees, or other Things standing as Sea Marks, whereof to the Owner or Occupier of the Place, where the same doth stand, before the 1st of *March* next, Notice shall be given by the Queen's Letters under her Signet, shall, at any Time hereafter, be taken or cut down, upon Pain that every Person, by whose Consent such Offence shall be committed, shall forfeit 10*l.* &c. and if the Persons offending be not of the Value, they shall be deemed convict of Outlawry.

And no Man may erect a Lighthouse, Beacon, &c. without lawful Warrant, last 204. and Authority.

N. B. The above-mentioned *Trinity House* is a Kind of College at *Deptford*, belonging at first to a Company or Corporation of Seamen only, with Authority, by the King's Charter, to take Knowledge of those that destroy Sea Marks, &c. but now many Gentry, and some Nobility, are made Members or elder Brothers of that Community.

### Of Letters of Marque and Reprisal.

LETTERS of MARQUE or *Mare* are extraordinary Commissions granted by the Lords of the Admiralty, or by the Vice-Admirals of any distant Province, to the Commanders of Merchant Ships for Reprisals, in Order to make Reparation for those Damages they have sustained, or the Goods they have been despoiled of by Strangers at Sea. Or to cruise against and make Prize of an Enemy's Ships or Vessels, either at Sea or in their Harbours.

We may therefore distinguish two Species of Letters of Marque, those which are special for the Reparation of Injuries sustained by Individuals at Sea, after all Attempts to procure legal Redress have failed; and those which are general, being issued by the Government of one State against all the Subjects of another, upon an open Rupture between them.

They seem to me always to be joined to those of Reprisal, for the Reparation of a private Injury; but, when the Hurt of an Enemy is solely intended under a declared War, the former only are granted to Privateers, as will be shewn in the subsequent Chapter.

These Commissions in the Law have other Appellations besides Reprisals or Letters of Marque, as *Pignoratio*, *Clarigatio*, and *Androplegia*, and though by Virtue of these any Capture they license becomes legal, yet private Authority will not justify the Proceedings, as it only can be done by the Power of that Prince or State, whose Subject the injured Person is, nor is the same grantable even by them, but where the suffering Person has Justice denied him, or illegally delayed.

This Custom of Reprisals is now become a Law by the Consent of Nations, and has been generally confirmed by an Article in almost every Treaty of Peace that has for a Century past been made in Europe, under its proper Restrictions and Limitations; as in that concluded with *Spain* the 13th of *May*, 1667, (Art. 3.) that with *France* the 21st of *July*, 1667, (Art. 16.) that with *Holland*

Grat. de Jure  
belli & Pacis,  
L. 3. C. 2.  
§. 4. 5.

Mol' de Jure  
Mar. P. 27.  
§. 3.



Just. Inf. de  
Jure Nat.

of the same Date, (Art. 31.) that with *Denmark* the 11th of *July*, 1670, and almost all others made since; and it was constituted by them, grounded, according to the great *Justinian*, on the Urgency of human Necessities, as without this great License would be given and tolerated for the committing of Depredations and Injuries, especially if only the Goods of Rulers were made liable, who seldom possess any Thing that the Injured can come at for Satisfaction; whereas the Effects of those private Men, whose Dealings in Trade are various, may be seized for Recompence, sometimes with the greatest Ease, and freest from Risk or Danger.

And as the Benefit of this Obligation was common to all Nations, they, which were at one Time Sufferers, would at another Time be eased by it, and Princes are not only accountable for publick Injuries, but in Prudence should endeavour to prevent private ones, and, by setting the good Example of protecting Foreigners from Wrongs, add Strength to their just Demands of Redress, whenever their own Subjects have Occasion to request it from them.

Molloy de Jure  
Nat. P. 28.  
S. 3.

If therefore the injured Party cannot obtain his definitive Sentence or Judgement, within a fit Time, against the Person of whom he complains, or if there be a Judgement given against *apparent Right* and Law, and no Relief can be had from the Iniquity of such a Decree, the Bodies and Moveables of the Prince's Subjects, who render not Right, may be apprehended and taken.

But in the Prosecution of this there must be,

1. The Oath of the Party injured, or other sufficient Proof, touching the pretended Injury, and of the certain Loss and Damage thereby sustained.

2. A Proof of the due Prosecution for the obtaining Satisfaction in a legal Way.

3. Of the Delay or Denial of Justice.

4. A Complaint to his own Prince or State.

5. Requisition of Justice, by him, or them, made to the Supreme Head or State, where Justice in the ordinary Course was denied.

6. Persistence still in the Denial of Justice.

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ter Clause.

And all this preceding *Letters of Reprisal*, under such Cautions, Restrictions, and Limitations, as are consonant to the Law of Nations, and subsisting Treaties, and as the special Case shall require, may issue not only by the *Jus Gentium* and *Civile*, but by the ancient and municipal Laws of the Kingdom.

Molloy de Jure  
Nat. P. 29.  
S. 7.

The Reprisals grantable by the Laws of *England* are of two Sorts, *Ordinary* and *Extraordinary*; the *Ordinary* are either within or without the Realm, and are always granted to *English* Merchants, who have suffered in their Persons or Effects, and have had their Goods spoiled, or taken from them, beyond the Sea, by Merchants-Strangers, and cannot upon Suit, or the King's demanding Justice for him, obtain Redress; in such Case the injured Person proving that he has prosecuted the Offenders in a legal Course, and had Justice delayed, or denied him, he shall have a Writ out of *Chancery* to arrest the Merchants-Strangers of that Nation, or their Goods here in *England*, the which is granted to the Subject oppressed, not as a Matter of Favour, but of common Right, by the Lord Chancellor or Keeper of *England*, who always in such Case hath the Approbation of the King or Council, or both, for his so doing.

Molloy de Jure  
Nat. P. 30.  
S. 8.

The other *ordinary* Reprisals, granted for Reparation out of the Realm, are always under the Great Seal of *England*, and cannot be revoked or annulled; and the Reason is, because the Person injured hath petitioned, and hath according to Law made out by Proof his Loss, and no Regard having been paid to Letters of Request sent to the Prince of the Offender, nor Reparation made; then the Letters Patent of Reprisal, being sealed, immediately create and vest a national Debt in the *Grantee*, to be satisfied in such Manner, and by such Means, as the said Letters Patent do direct, out of the Goods and Estates of his Subjects, who refuses or protelates doing Right; but, though these Letters Patents are unrevocable, yet, if the supreme Power thinks the Execution of them cannot well be effected without endangering the Peace of both States, this may justly cause their Respite till a more proper Occasion; for the Statute of 4 *Henry V. c. 7.* does not restrain the King's Prerogative and Authority,



which he had at the common Law, in judging the Conveniency and Time when they shall be executed; and as the King hath the legislative Power of Peace and War, in a publick Treaty for the Nation's Good, they may be notified and then revoked by the Great Seal, in Pursuance of that Treaty, and Princes are always cautious in the framing and composing such Letters Patent, so as they may not be reckoned a Breach of the Peace, which the granting them (for particular Satisfaction) in the ordinary Way, does not amount to.

The *Extraordinary Reprisals* are by Letters of Marque, for Reparation at Sea, *Milly de Jure* or any Place out of the Realm, grantable by the *Secretaries of State*, with the like Approbation of the King or Council, or both; but they are only during the King's Pleasure, and to weaken the Enemy during the Time of War, and may, at any Time, be revoked. *Mar. P. 321 S. 101*

But, before granting Letters of Marque, there gradually precede two or three Letters of Request, and, according to the Satisfaction, sufficient or insufficient, returned in Answer, Commissions are awarded or denied; and the Prince or State, whose Subject the injured Person is, should not value his Misfortune at so low a Rate, as to refuse him the former, for that would be to accumulate Injuries, but should likewise, if Justice be denied, after such Request, arm him with Power to take Satisfaction by Reprisal, *Vi, Manu, & Militari*. *Ditto, P. 321 S. 111*

Subjects cannot by Force hinder the Execution even of an unjust Judgment, or lawfully pursue their Right by Force, by Reason of the Efficacy of the Power over them: But Foreigners have a Right to compel, which yet they cannot use lawfully, so long as they may obtain Satisfaction by Judgment; though, if that ceases then Reprisal is let in. *Ditto, P. 331 S. 111*

Judgment is obtained either in the ordinary Course, by Way of Prosecution, or Suit, or Appeal from the same, after Sentence or Judgment given, to a higher Court; or else in the extraordinary Way, which is by Supplication, or Petition, to the supreme Power; but we must understand that to be when the Matter in Controversy is, *tam quoad merita quam quoad modum procedendi*; not doubtful; for, in doubtful Matters, the Presumption is ever for the Judge or Court. *Ditto, P. 331 S. 113*

But the Reprisal must be grounded on wrong Judgment given, in Matters not doubtful, which might have been redressed in some Shape, either by the ordinary or extraordinary Power of the Country or Place, and the which was apparently perverted or denied: Though, if the Matter be doubtful, it is then otherwise; for in Causes dubious or difficult, there is a Presumption always, that Justice was truly administered by them who were duly elected and appointed for that Purpose.

And yet, in this latter Case, some are of Opinion, if it was dubious, and, if the Judgement was against apparent Right, the Stranger oppressed is let into his Satisfaction; and the Reason is, because the Judge's Authority is not the same over Foreigners as over Subjects, for the Motive or Cause above-mentioned. *Paulus Leg. Julia Di de Cond. inde bitor.*

If an *English* Merchant shall prosecute a Suit in the ordinary Courts of Law beyond Seas, and Sentence or Judgement shall pass against him, from which he appeals to the supreme Court, and there the first Judgement or Sentence is confirmed, though the Complaint hath received a Judgement contrary to Right and Equity, yet this will be no cause for Letters of Reprisal, though, perhaps, it may occasion Letters of Request, if the Circumstance and Reasons are strong for the same, to have a Rehearing.

But, if an *Englishman* shall have Right to recover a Debt there, and the Debtor is committed to the Custody of an Officer till Payment, and he wilfully lets the Prisoner escape, who then becomes insolvent, this Circumstance may occasion Letters of Reprisal.

In *England*, if a Foreigner bring an Action personal against *J. S.* and the Matter is found *special* or *general*, and the Party prays Judgement, and the Court refuses it, and then the Defendant dies, and with him the Action, the Nature of it being such, the Party is here without Remedy, and the same may occasion Letters of Reprisal, if it be accompanied with those Circumstances that evince

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an apparent Denial of Justice, *i. e.* putting it off from Term to Term without Cause.

An *Englishman* prosecutes his Right in the legal Courts beyond Seas, and the military Governor opposes the Prosecution, and by Force conveys away the Debtor, and his Goods, and the Sentence or Judgment is obtained: Its ultimate End being Execution, is, by the aforementioned Means, frustrated, and may occasion Letters of Reprisal.

*Mulleyde Jure  
Ner. P. 34.  
S. 15.*

If any Person shall be murdered, spoiled, or otherwise damaged, in hostile Manner, in the Territories or Places belonging to any King, to whom Letters of Request are issued forth; and, if no Satisfaction be made for the Injury, Letters of Reprisal may be granted, as the petitioning Parties are not in such Cases compelled to resort to the ordinary Prosecution; but the Prince of the Country, against whom the same are awarded, must repair the Damage out of his, or their Estates, who committed the Injuries; and, if that proves deficient, it must then fall as a common Debt on this Country.

*Ditto.*

Such Letters of Request generally allot a Time certain for Damages to be repaired, and, if not complied with, Reprisals are to issue: Thus, after the Massacre at *Ambeyna*, and other Depredations committed by the *Flemish* on the *English*, his Majesty, in 1625, issued forth his Letters of Request to the States of *Holland*, for Satisfaction within eighteen Months, otherwise Letters of Reprisal should be granted; and King *Charles II.* issued Letters of Request to the said States, for Satisfaction to be granted to *William Courten*, Esq. for Depredations made by their Subjects on two of his Ships; but, not obtaining it in the limited Time, he granted to the Partners and Heirs of the said *Courten* his Letters of Marque, in the Form following:

**C**HARLES II. by the Grace of God, of England, Scotland, France, and Ireland, King, Defender of the Faith, &c. to all Christian People to whom these Presents shall come, greeting: WHEREAS our loving Subject *William Courten*, Esq. deceased, and his Partners, Anno, 1643, by the Depredation and hostile Act of one *Gailand*, Commander in Chief of two ships belonging to the *East-India Company* of the *Netherlands*, was, between *Goa* and *Macao*, in the Strait of *Malacca*, deprived, and most injuriously spoiled of a certain Ship named the *Bona Esperanza*, and of her Tackling, Apparel, and Furniture, and all the Goods and Lading in her, upon a very hopeful trading Voyage to *China*, which were carried to *Batavia*, and there all, *de facto*, without due Process of Law, confiscated. And that also in the same Year, another laden Ship of our said Subject called the *Henry Bonadventure*, being come on Ground near the Island *Mauritius*, was there, both Ship and Goods seized upon by some of the Officers and Ministers, and others under the Command of the said *East India Company*, and utterly detained from the right Owners. AND WHEREAS the said *William Courten*, and his Assigns in his Life-time, used all possible Endeavours to recover the said Ship and Goods, and to procure further Justice against the Malefactors, and yet could obtain no Restitution or Satisfaction, whereby they became to be much distressed and utterly undone in their Estates and Credit: And that thereupon, and upon the most humble Supplications and Addresses of *Francis Earl of Shrewsbury*, and *William Courten*, Esq. Grandchild and Heir of the said *William*, deceased, *Sir John Ayton*, and *Sir Edmund Turner*, Knights, *George Carew*, and *Charles Whitaker*, Esqrs. on the Behalf of themselves and divers others, interested in the said two Ships *Bona Esperanza*, and *Henry Bonadventure*, and in the Estates of the said *William Courten*, deceased, *Sir Richard Littleton*, Baronet, and *Sir Paul Pindar*, Knight, deceased, that we would take their Case into our princely Consideration, WE, OUT OF A JUST SENSE we then had, and still have, of their unjust SUFFERINGS, in that Business, both by our own Letters under our SIGN MANUAL, to the *States General* of the *United Provinces*, and by *Sir George Downing*, Knight and Baronet, our Envoy Extraordinary, to whom we gave especial Command so to do, required Satisfaction to be made, according to the Rules of Justice, and the Amity and good Correspondence, which we then desired to conserve with them firm and

inviolable

inviolable: AND WHEREAS after several Addreffes made to the faid *States General* by our faid Envoy, and nothing granted effectual for Relief of our faid Subjects, whom we take ourfelves in Honour and Juftice concerned to fee fatisfied and repaid, we lately commanded the faid Sir *George Downing* to intimate and fignify to the faid *States* that we expected their final Answer, concerning Satisfaction to be made for the faid Ship and Goods, by a Time then prefixed and fince elapfed, that we might fo govern ourfelves thereupon, that our oppreffed Subjects might be relieved according to Right and Juftice; and yet no fatisfactory Answer has been given, fo that we cannot but apprehend it to be not only a fruitlefs endeavour, but a prostituting of our Honour and Dignity, to make further Application, after fo many Denials and Slightings: AND WHEREAS *John Exton*, Doctor of Laws, Judge of our High Admiralty Court of *England*, upon our Command to certify to us the Value of the Loffes and Damages fufained by the faid *William Courten* and Partners, whose Intereft is now vefted in our loving Subjects Sir *Edmund Turner*, Knight, and *George Carew*, Esq. and Partners, hath, upon full Examination, and Proof thereof made by Witneffes in our High Court of Admiralty, reported and certified under his Hand, that the fame do amount to the Sum of *one Hundred and fifty-one Thoufand fix Hundred and twelve Pounds*:

NOW KNOW YE, that, for a full Reftitution to be made to them, for their Ships, Goods, and Merchandizes, of which the faid *William Courten*, and the Affigns of the faid *William Courten*, and Partners, were fo depofited as aforefaid, with all fuch Cofts and Charges as they fhall be at, for the Recovery of the fame, We, by the advice of our Privy Council, have thought fit, and by thefe Presents do grant, license, and authorife, under our Great Seal of *England*, unto our faid Subjects, Sir *Edmund Turner* and *George Carew*, their Executors, Administrators, and Affigns, for, and on Behalf of themfelves, and other Perfons interefted as aforefaid, to equip, victual, furnifh, and fet to Sea, from Time to Time, fuch, and fo many Ships and Pinnaces, as they fhall think fit; PROVIDED ALWAYS, that there be an Entry made and recorded in the Admiralty Court of the Names of all Ships and Veffels, and of their Burden and Ammunition, and for how long Time they are victualled, and alfo of the Name of the Commander thereof, before the fame or any of them be fet forth to Sea; and with the Ships and Pinnaces, by Force of Arms, to fet upon, take, and apprehend any of the Ships, Goods, Monies, and Merchandizes of the *States General*, or any of the Subjects inhabiting within any their Dominions or Territories, wherefoever the fame fhall be found, and not in any Port or Harbour in *England* or *Ireland*, unlefs it be the Ships and Goods of the Parties who did the Wrong. And the faid Ships and Goods, Monies, and Merchandizes, being fo taken, and brought into fome Port of our Realms and Dominions, an Inventory thereof fhall be taken, by Authority of our Court of Admiralty, by the Judge or Judges thereof for the Time being, and upon Proof made before him or them, that the faid Ships, Goods, Wares, Merchandizes, or Money did belong to the *States General*, or any of their Subjects, as aforefaid, they fhall be judged lawful Prize of the faid Sir *Edmund Turner* and *George Carew*, their Executors, Administrators and Affigns, as aforefaid, to retain and keep in their, or any of their Poffeffions, and to make Sale, and difpofe thereof in open Market, or however elfe, to their, and every of their beft Advantage and Benefit, in as ample Manner as at any Time heretofore hath been accuftomed by Way of Reprisal, and to have and enjoy the fame as lawful Prize, and as their own proper Goods: So THAT " NEITHER Captain, Mafter, nor any of the Company, that fhall ferve " in his own Perfon, or fhall promote and advance the faid Enterprize, in Manner and Form aforefaid, fhall, in any Manner or Wife, be reputed or challenged, for any Offender againft any of our Laws. And that alfo it fhall be " lawful for all Manner of Perfons as well our Subjects as any others, to buy " the faid Ships, Goods, and Merchandizes, fo taken and apprehended by the " faid Captains, Mafters and others, and adjudged as aforefaid, without any " Damage, Loſs, Hindrance, Trouble or Moleftation, or Incumbrance, to befall " the faid Buyers, or any of them, in as ample and lawful Manner, as if the " Ships

“ Ships, Goods, Wares, and Merchandizes, had been come, and gotten by the  
 “ lawful Traffick of Merchants, or of just Prizes in Time of open War.”  
 PROVIDED ALWAYS, that all Ships, Goods, and Merchandize, taken by Virtue  
 of this our Commission, shall be kept in Safety, and no Part of them wasted,  
 spoiled, or diminished, or the Bulk thereof broken, until Judgement hath first  
 past, as aforesaid, that they are the Ships and Merchandizes of the *States General*,  
 or their Subjects as aforesaid. And if by Colour of this our Commission,  
 there shall be taken any Ships, Goods, or Merchandizes, of any of our loving  
 Subjects, or the Subjects of any Prince or State in good League or Amity with us,  
 except the *States General*, or their Subjects as aforesaid, and the Goods therein  
 laden, sold, and embezzled, or diminished, or the Bulk thereof broken, in any  
 Place before they shall be adjudged to belong to the *States General*, or some of  
 their Subjects, as aforesaid, then this Commission shall be of no sufficient  
 Authority to take the said Ships, Goods, and Merchandises, or to warrant, or to  
 save harmless, such as shall receive, buy, or intermeddle therein; but both  
 the Prizes so taken, and the said Ship of War, shall be confiscated to our Use.  
 “ AND FURTHER, We do hereby declare, that it is our Will and Pleasure,  
 “ that this our Commission shall remain in full Force and Power, to all In-  
 “ tents and Purposes, until the said Sir *Edmund Turner* and *George Carew*, their  
 “ Executors, Administrators, and Assigns, as aforesaid, shall, by Virtue thereof,  
 “ have, by Force of Arms, apprehended, taken, seized, recovered, and  
 “ received, from the *States General*, or their Subjects, *one Hundred and fifty-one*  
 “ *Thousand six Hundred and twelve Pounds*, according to the Appraisement to be  
 “ made by sufficient Appraisers, upon Oath nominated and authorised in our  
 “ said Court of Admiralty, of all such Ships, Goods, Wares, and Merchan-  
 “ dises, as shall be taken from the said *States General*, or any of their Subjects,  
 “ by Virtue of this Commission, or shall otherways receive Satisfaction of the  
 “ Debt aforesaid, by Composition to be made between those of the *East India*  
 “ Company of the *Netherlands*, and the said Sir *Edmund Turner* and *George*  
 “ *Carew*, their Executors, Administrators, and Assigns, as aforesaid. NOT-  
 “ WITHSTANDING it so happen, the present Difference between Us and the  
 “ *States General* depending upon general Reprisals, may be agreed and com-  
 “ posed, and that in the Interim a Peace and good Correspondence may be re-  
 “ newed between Us and the said *States General*; In which Case, nevertheless, it is  
 “ our Will and Pleasure that in the Execution of this our Commission no Vio-  
 “ lence shall be done to the Persons of the said Subjects of the said *States Ge-*  
 “ *neral*, but only in Case of Resistance; and that after, in cold Blood, the  
 “ Subjects of the said *States General*, if hurt or wounded, shall be used with  
 “ all convenient Offices of Humanity and Kindness. AND FURTHER, our  
 “ Will and Pleasure is, that although it shall happen, that all Hostility be-  
 “ tween Us and the *States General*, and our respective Subjects shall cease, yet  
 “ this our Commission shall be and remain in full Force and Power to the said Sir  
 “ *Edmund Turner* and *George Carew*, their Executors, Administrators, and  
 “ Assigns, as aforesaid, by Virtue thereof, to apprehend, take, and seize, by  
 “ Force and Arms, so many more of the said Ships and Goods of the *States*  
 “ *General*, or any of their said Subjects, as, besides the said Sums beforemen-  
 “ tioned, shall countervail, satisfy, and pay all such Costs and Charges, as the  
 “ said Sir *Edmund Turner* and *George Carew*, their Executors, Administrators  
 “ or Assigns, as aforesaid, shall, from Time to Time, make Proof to have  
 “ disbursed and paid towards the equipping, manning, paying, furnishing,  
 “ and victualling of the said Ships, so licenced and authorized as aforesaid, by  
 “ this our said Commission, to be equipped, manned, furnished, and victualled,  
 “ by the said Sir *Edmund Turner* and *George Carew*, their Executors, Admi-  
 “ nistrators, and Assigns as aforesaid, for the Purposes aforesaid.” AND OUR  
 WILL and Pleasure is, and We do hereby require our Judge or Judges, of our  
 High Court of Admiralty, for the Time being, and all other Officers of the  
 Admiralty, and all other our Judge or Judges, Officers, Ministers, and Subjects  
 whatsoever, to be aiding and assisting to the said Sir *Edmund Turner* and *George*  
*Carew*, their Executors, Administrators, and Assigns, as aforesaid, in all Points



in the due Execution of this our Royal Commission, and to proceed to Adjudications, and adjudge all Ships, Merchandizes, Monies, and Goods, by Virtue thereof to be taken, according to our Princely Intention hereby signified and favourably interpreted and construed, in all Respects, to the Benefit and best Advantage of the said Sir Edmund Turner and George Carew, their Executors, Administrators, and Assigns, as aforesaid. IN WITNESS whereof, We have caused these our Letters to be made Patent. Witness Ourself at Westminster, the 19th Day of May, in the seventeenth Year of our Reign. BY THE KING.

It is not the Place of any Man's *Nativity*, but that of his *Domicil* and *Abode*, Atto, de Jure Mar. P. 40. S. 16. not of his *Origination*, but of his *Habitation*, that subjects him to *Reprise*; the Law doth not so much consider where he was born, as where he lives; therefore if Letters of *Reprise* should be awarded against the Subjects of the *Grand Duke of Tuscany*, and a Native of *Florence*, but denized or naturalized in *England*, should have a Ship, in a Voyage to *Leghorn*, taken, the Capture is not lawful, nor can she be made a Prize. Yet, by the Laws of *England*, a natural-born Subject cannot divest himself of his Allegiance, though he happens to be com-morant, or a Dweller in the Enemy's Country.

It does not appear from any Precedents, that *Reprisals* can be granted on Misfortunes happening to Persons on their Goods, residing or being in foreign Parts in Time of War there; for, if any Misfortune happens, or is occasioned to their Effects, or to their Persons, they must contentedly sit down under their Loss; it being their own Fault that they would not fly or quit the Place, when they foresaw the Country was exposed, or would be subject, to the Spoil of Soldiers and Devastations of the Enemy. Ditto, P. 41. S. 17.

By *Right*, there are many Persons exempted, and those whose Persons are so privileged have also Protection for their Goods, some by the Law of Nations, some by the *Civil Law*, others by the *Common Law*; among which the Ambassadors, by the Laws of Nations, their Retinue and Goods, are exempt, coming from him who awarded *Reprise*; the Law of Nations not only provides for the Dignity of him that sends, but also the secure going and coming of him that is sent. Ditto, P. 41. S. 18.

Travellers through a country, whose stay is but short, and a Merchant of another Place than that against which *Reprisals* are granted, although the Factor of his Goods was of that Place, are not subject to *Reprisals*.

When Ships are driven into Port by Storm or Strefs of Weather, they have an Exemption from the Law of *Reprisals*, according to the *Jus Commune*, though by the Law of *England*, it is otherwise, unless expressly provided for in the Writ or Commission; but, if such Ships fly from their own Country to avoid Confiscation, or for some other Fault, and are driven in by Strefs of Weather, they may, in such Case become subject to be *Prize*; though it is unlawful to make Seizure in any Ports for *Reprisals*, but in that Prince's who awarded them, or in his against whom the same is issued; for the Ports of other Princes or States are sacred, and the Peace of them not to be violated or disturbed, but justly to be observed and maintained. Ditto, P. 42. S. 19.

If any Ship, carrying Letters of *Reprise*, attacks a Vessel, and she refuses to yield, she may be assaulted and entered; and, if it falls out, though by Accident, that some of those who resist are slain, the Fault will lie at their own Doors, for endeavouring to hinder the Execution of what is right, and which the Law both approves and warrants. Grav. de Jure Belli, Lib. 3. C. 2. S. 4.

By the Law of Nations, *ipso facto*, the Dominion of the Things taken by those to whom Letters of *Marque* are granted become the Captor's, till the Debt and Costs, that is, the original Damage, and subsequent Charges, are satisfied; which being done, the Residue ought to be restored. So the *Christians* used their Equity, having taken the Ships of *Genoa*: They did not spoil any of the Lading, but preserved the same very carefully till the Debt was paid, which done, an entire Restitution of the Things was made, without any Diminution. Grav. Lib. 9.

When, perhaps, for the Fault of a few a Debt becomes national, by Reason of which the Goods of the Innocent become liable, if taken, for Satisfaction, in such



such Case the Person so suffering is entitled to Contribution for his Relief, being put to the whole Burthen, where more are bound to the same Thing.

*Melloy de Jure*  
*Mar. P. 46.* Yet, when Depredations have happened to foreign Merchants, our Kings, on  
*S. 28.* Complaint, have often issued Commissions to enquire of the same; and it was so

*Pat. 26 Edw.* done upon the Petition of some *Genoese* Merchants, who complained against the  
*III.* Inhabitants of the Isle of *Guernsey*, for a Depredation in taking away and  
detaining their Merchandize and Goods to a very great Value, out of a Ship  
wrecked by Tempest near that Isle, and the Commissioners were impowered to  
punish the Offenders, and to make Restitution and Satisfaction for the Damages.

*Pat. de An. 6.* The like Complaint was made by the Merchants of the Duke of *Bretagne*, of  
*H. V.* certain Depredations committed by the Subjects of the King of *England*, who  
issued forth the like Commission, to give them Reparation and Damages for the  
same; so that if the Subjects of the King of *England* should have their Goods  
taken by way of Reprise for the Satisfaction of such Debt or Damage, they may  
have the Benefit of the like Commissions, to make themselves whole out of the  
Estates of the Offenders.

### Of Privateers or Capers.

**P**PRIVATEERS and CAPERS are synonymous Terms for the same Thing, with this only Difference, that the latter are smaller Vessels than the others; they are generally esteemed private Ships of War, fitted out by Particulars in order to annoy the Enemy, though the Commission is neither so lasting nor so honourable as that given to the Commander of a King's Ship, the one being certain, and continued whilst his Behaviour is unexceptionable, the other only temporary and occasional; the one appointed by his Majesty, the other by a Subject, with the Prince's Approbation, and liable to be turned out at the Owner's Pleasure; and, though such Appointments are ancient, and very useful in a War, by distressing the Enemy, yet many esteem the Action but one Remove from Piracy; as the Undertakers are supposed to have no immediate Injury done them, nor have any other Motive but the Hopes of Gain, to animate them to the Engagement, or to induce their commencing a Trade of Rapine and Spoil on the Persons and Goods of innocent Traders; and, by these Means, to increase the Horrors and Calamities which War naturally brings with it, and inspires; but who-soever reflects, that every Individual is injured, when the Nation in general is so; and that, if this has a Right to vindicate or revenge its Wrongs, Particulars must be justified in affording their Assistance; We must conclude that, in so doing, they only comply as good Subjects, whilst their Proceedings remain directed by Authority, and their Successes against the Enemy are managed with that Humanity our own Natures and the Law of Nations enjoin.

However, leaving these Disputes to be determined by Casuists, I shall proceed to inform my Reader of the Nature and Power of such armed Vessels, and on what Footing they have generally been fitted out in the late and former Wars; and this has been under two different and distinct Commissions, as will hereafter be shewn.

The one of them is customarily granted to the Petitioners for it, after they, at their own Expence, have fitted out a Privateer; and impowers them to appropriate to their own Use whatever Prize they make, after a legal Condemnation, and the Government allows them besides 5*l.*\* for every Man aboard a Man of War or Privateer taken or destroyed at the Beginning of the Engagement, and 10*l.*† for every Gun she had mounted, with Liberty of cruising where they please; and in Case we are at War with more Potentates than one, as lately with the *French* and *Spaniards*, they must have Commissions for acting against them both, otherwise a Captain carrying only one against the *Spaniards*, and in his Course meets with and takes a *Frenchman*, this Prize is not good, but would be taken from him by any Man of War he met, and could not be condemned, for him, in the Admiralty, as many experienced in the late War.

\* 13 and 17 Geo. II. † 4 and 5 Will. and Mar.

The Manner of fitting out these Privateers has commonly been at the joint Expence of several Merchants, and is always very expensive; as warlike Stores are at all Times costly, and their Prices more especially raised on these Occasions, when the Demand for them is considerably increased.

In some of these Adventures, the Men on board go on the Terms of no Purchase no Pay; and, in this Case, the Produce of whatever is taken goes half to the Ship, for the Owners, and half to the Men, divided to them according to the Articles of Agreement; but when the Men sail for Wages the Captures appertain entirely to the Owners, except a small Part, which is commonly stipulated to be given the Sailors, *extra* of their Wages, in order to animate them in their Behaviour; and both Ways of arming are regulated by the Articles entered into between the Owners and Mariners, of which I shall add a Copy at the End of this Chapter, for my Reader's Information.

The other Commission afore-mentioned is granted to Privateers taken into the King's Service, which notwithstanding are fitted out at the Expence of private Persons, and then let out to the Government, who generally pay them so much *per* Month for their Hire, and engage to repair them, in Case of Damage, and to pay the Value agreed for, in Case of Loss.

In King William's Reign many large private Ships were engaged for in this Manner, and sent abroad as Convoys, &c. but since our Marine is so greatly increased, the Government does not so much stand in Need of the Merchants' Assistance in this Shape as they formerly did, and consequently do not so often call for it.

No Privateer may attempt any Thing against the Law of Nations, as to assault an Enemy in a Port or Haven under the Protection of any Prince or Republick, be he Friend, Ally, or Neuter; for the Peace of such Place must be kept inviolable.

And, at the Time of granting these private Commissions, great Care is always taken, by Bond, to preserve the Leagues with our Allies, Neuters, and Friends, according to the various and several Treaties subsisting between us; and it is for this Reason that Security is demanded, and given by responsible Men, not concerned in the Ship, to the Value of 1500*l.* for all Ships carrying less than 150 Men, and 3000*l.* for every Ship carrying more, that they will give full Satisfaction for any Damage or Injury that they shall commit in their Courses at Sea, contrary to and in Breach of the aforesaid Treaties, and also under the Penalties of forfeiting their Commissions, and for which their Ships are likewise made liable.

If a Suit be commenced between the Captor of a Prize and the Claimer, and there is a Sentence or Decree given for the Party reclaiming, such Sentence or Decree, upon Security given, shall be put in Execution, notwithstanding the Appeal made by him that took the Prize, which shall not be observed, in Case the Sentence shall be given against the Claimers.

And whereas the Masters of Merchant Ships, and likewise the Mariners and Passengers, do sometimes suffer many Cruelties and barbarous Usages when they are brought under the Power of Ships which take Prizes in the Time of War, the Takers in an inhuman Manner tormenting them, thereby to extort from them such Confessions as they would have to be made: *It is agreed*, that both his Majesty and the States General shall, by the severest Proclamations, forbid all such heinous and inhuman Offences; and as many as they shall, by lawful Proofs, find guilty of such Acts, they shall take Care that they be punished with due and just Punishment, and which may be a Terror to others; and shall command that all the Captains and Officers of Ships, who shall be proved to have committed such heinous Practices, either themselves, or by instigating others to act the same, or by conniving while they were done, shall, besides other Punishments to be inflicted proportionally to their Offences, be forthwith deprived of their Offices respectively: And every Ship brought up as a Prize, whose Mariners or Passengers shall have suffered any Torture, shall forthwith be dismissed and freed, with all her Lading, from all further Proceeding and Examinations against her, as well judicial as otherwise.

Treaty Ma-  
rine with Hol-  
land, Dec. 1,  
1674, Art. 1.

2.  
Ditto with  
France, Feb.  
24, 1676-7.

Art. 1, 2.

Ditto with  
Spain, May 13,  
1667, Art. 24.

Ditto with  
Holland, July  
21, 1667.

Art. 28.

Ditto, Feb. 7,  
1667-8.

Art. 3.

Treaty Ma-  
rine with  
Ditto, Dec. 1,  
1674, Art. 3.

Treaty Ma-  
rine with  
France, Feb.  
24, 1676-7.

Art. 3.

Ditto with  
Holland, Lon-  
don, Dec. 1,  
1674, Art. 7.

Art. 7.

Art. 7.

Art. 7.

Moll. y de Jure  
Mar. P. 52.

S. 11.  
See Ditto on  
Reprisals,  
S. 30.

Ditto, S. 14.

Ditto, S. 14.

Thompson v.  
Smith, 1 Sid.  
310. 2 Keble  
158, 176.

Raymond 473.  
Hughes v. Cor-  
nelius & alios  
Turner and  
Cary cont.  
Nicks, 1 Lev.  
243. 1 Sid.  
367; 2 Keble  
360, 364.  
1 Vent. 173.

Barthol. in  
Lege si quid  
Bello D. de  
Cap. Ang. &  
Salic. in Leg.  
ab Hostibus  
C. de Capt.  
Const. Gall.  
20. Tit. 13.  
Art. 24. Con-  
sul Maris 287.

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Ships may freely sail to and trade with all Kingdoms, Countries, and Estates, which shall be in Peace, Amity, or Neutrality, with the Prince whose Flag they carry, and who is at present at Peace with us, and are not to be molested by us, on Account of any Hostilities that may at present subsist, or hereafter may happen, between his Britannick Majesty and those Estates, provided such Ships are not Bearers of contraband Goods.

And to avoid Disputes about the understanding the Term of contraband Goods, they are expressly determined to be ONLY Arms, Pieces of Ordance, with all Im-  
plements belonging to them, Fireballs, Powder, Matches, Bullets, Pikes, Swords, Lances, Spears, Halberds, Guns, Mortar-Pieces, Petardes, Bombs, Granadoes, Fire-Crannels, Pitched Hoops, Carriages, Musquet Rests, Bandeliers, Saltpetre, Musquets, Musquet-Sbot, Helmets, Corslets, Breast-plates, Coats of Mail, and the like Kind of Armature, Soldiers, Horfers, and all Things necessary for the Furni-  
ture of Horfers; Holfers, Belts, and all other warlike Instruments whatsoever.

All other Goods whatsoever are, by the aforementioned Treaties, permitted freely to be carried, except to Places besieged, and therefore a Privateer has no Right to put any Hindrance thereto; but if he makes a Prize of a Ship laden entirely with the above-mentioned contraband Goods, both Ship and Lading will be condemned; and if Part be prohibited Goods, and the other Part not, the former only shall become Prize, and the Ship and the Remainder be set free; and, in Case the Captain of the Merchant-Ship will deliver to the Captor that Part of his Cargo which is prohibited, the other shall receive it, without compelling the Merchantman to go out of her Course to any Port he thinks fit; but shall forth-  
with dismiss her, and upon no Account hinder her from freely prosecuting her  
designed Voyage.

If such Ships shall be attacked in order to be examined, and shall refuse sub-  
mitting thereto, they may be assaulted and entered by Force; and if the Persons  
aboard do not yield and surrender, those that resist may be slain.

But if any Privateer wilfully commits any Spoil, Depredations, or any other  
Injuries, either on the Ships of Friends or Neuters, or on the Ships and Goods  
of their Fellow-Subjects, they will be punished, in Proportion to their Crimes,  
either with Death or otherwise, and their Vessels may likewise be subject to For-  
feiture.

Whether a Ship taken be a lawful Prize or no, shall be tried in the Admi-  
rality; and no Prohibition shall be granted. In the War between us and  
Denmark, a Scotch Privateer took a Ship as Prize, being a Danish one, and she  
was condemned as a lawful Prize by the Admiralty in Scotland, and brought her  
upon the Land; and S. libelled in the Admiralty of England, suggesting that  
she was not a Denmarker, but a Ship of London. Per Curiam. In as much that  
the Matter is Prize, or not Prize, no Prohibition.

One who had Letters of Marque in the last Dutch War, took an Offender for  
a Dutch Ship, and brought her into Harbour, and libelled against her as a Prize,  
and the Offender libelled in the Admiralty against the Captor for Damages sustained  
by Hurt the Ship had received in Port; and a Prohibition was prayed, because  
the Suit was for Damage done in Port, for which an Action lies at the Common  
Law; but the Prohibition was denied, as the Original was a Caption at Sea, and  
the bringing her into Port, in order to have her condemned as a Prize, is but a  
Consequence of it, and not only the Original but also the Consequence shall be  
tried here.

And therefore if he, who hath Letters of Marque or Reprisal, takes the Ships  
and Goods of that Nation against whom the same are awarded, and carries them  
into the Port of any Neuter Nation, the Owners may there seize her, or there  
the Admiral may lawfully make Restitution, as well of the Ships and Goods to  
the Owners as the captive Persons to their Liberty, for that the same ought first  
to have been brought *infra Presidia* of that Prince or State by whose Subjects,  
and under whose Commission, the same was taken.

And this is entirely agreeable to the Common Law; for a *Dunkirker*, having  
taken a French Vessel, was driven into *Weymouth*, and sold her there before she  
was brought *infra presidia Dom. Regis Hisp.* and in this Case it was ruled, that if a  
Ship

a Ship be taken by Piracy or Letter of Marque and Reprisal, and is not brought *infra præsidia* of that Prince or State by whose Subjects the same was taken, it could not become a lawful Prize, nor were the Owners by such a Capture divested of their Property; but, if the Capture be by King's Ships, the Property will be immediately in the Captors, and never be divested, unless afterwards it be recovered by the former Proprietors, or be in Battle regained.

If two Ships with Letters of Marque accidentally meet with a Prize at Sea, though only one attacks and takes her, yet the other being in Sight shall have an equal Share of the Prize, though he afforded no Assistance in her Capture; because his Presence however struck a Terror in the Enemy, and made him yield, which perhaps he would not have done had his Conqueror been single; so that all Ships that are in Sight, though they cannot come up to assist in the Engagement, are entitled by the *Common Law* to an equal Distribution in the Spoil.

But if those to whom Letters of Marque are granted should, instead of taking the Ship and Goods appertaining to that Nation, against which the said Letters are awarded, wilfully take, or spoil the Goods of another Nation in Amity, this would amount to a downright Piracy, and the Persons so offending would, for such Fault, forfeit their Vessel, and the Penalties in which their Securities are according to late Custom bound on taking out such Letters, notwithstanding their Commission; but this must be understood, where such a Capture is done in a piratical Manner; for it is made upon a strong Presumption, supported by many Circumstances and Appearances, that a Capture is just, as belonging to him against whom the Reprisals are granted, though, if on Examination it proves otherwise, and the suffering Parties have their Ship and Goods restored, yet the Captors are not liable to Punishment, though sometimes they may be to Damages. On the contrary, they are justified in endeavouring to recover their Right, or distress the Enemy, for which the Letters were granted them, though in effecting it they may be mistaken, as it is natural for the Enemy to cover their Effects in the best Manner they can. It would be impossible always to determine the Affair at Sea, therefore it is allowable to bring a dubious Capture into Port, in Order to more nice and just Scrutiny and Inspection, otherwise the Goods of an Enemy would often escape, as it frequently happened in the late War. However, to guard against unlawful Seizures, the Government have wisely directed sufficient Caution to be given, as before-mentioned, for the due Observance of the Letters according to Law, before they permit their issuing; and where there is a Breach committed, the Penalties are inflicted.

And in Order to avoid all illegal Proceedings, but to act with due Regularity and Conformity with the Tenor of the Letters granted, whenever a Prize is taken and brought *infra præsidia*, the Captor must exhibit all the Ship's Papers and captivated Mariners to be examined in Order to Adjudication; till when, Bulk ought not to be broken, nor may the Captain of the Captor suffer any Embezzlement of the Lading, or sell, barter, or dispose of any Part without Commission, as the subsequent Acts will shew.

The Use of this Sort of Vessels we were taught by our Neighbours, and obliged by their Example to encourage them, who, in the first long War, almost covered the Seas, and, like Locusts, devoured every Thing they could overpower; and, in the late War, we sufficiently experienced their Utility, if distressing the Enemy may be termed so, as they advantageously inculcated the Lesson of the original Teachers, and almost ruined the Trade of the first Inventors of these Annoyances, so destructive to the peaceful mercantile Employ; and that we might not be tardy in encountering the Enemy at their own Weapons, the Legislature have thought proper to encourage this Way of molesting them, in the following Acts; which I insert at Length, though a great Part being only temporary are now expired, but will, in all Probability, be revived in any future War.

The Lord High Admiral, Commissioners of the Admiralty, or any three of them, or their Deputies elsewhere, shall, after the 4th Day of January, 1739, grant Commissions, or Letters of Marque, on Request of any Owners of Vessels



13 Geo. II.  
P. 133.

Vessels, on their giving the usual Security, to any Person whom such Owner shall nominate Commander, or, in Case of Death, successive Commanders of such Vessels, except only for the Payment of the Tenths of the Prizes to the Lord High Admiral, or Commissioners of the Admiralty, for the attacking and taking any Fortres by Land, or any Ship, Stores, Merchandizes, &c. possessed by the Enemy, in any Sea, Creek, Haven, or River, and that such Ship, &c. being first adjudged lawful Prize shall wholly belong to the Owners of such Privateers, and the Captors, in such Proportion as shall have been beforehand agreed on between themselves paying the Duties hereafter mentioned.

P. 134.

The Judge, &c. of such Court of Admiralty shall, if requested thereto, finish, within five Days, the usual preparatory Examination for Trial of Prizes, and the proper Monition shall be issued and executed in three Days after Request; and, in Case no Claim of such Capture shall be duly entered, and attested on Oath, giving twenty Days' Notice after the Execution of such Monition; or if there be such Claim, and the Claimants shall not, within five Days, give Security, to be approved of by such Court of Admiralty, to pay double Costs to the Captors, in Case the same be judged lawful Prize; then the Judge, &c. of such Court of Admiralty, on producing to him the Examination, or Copies thereof, and producing on Oath all Papers taken in such Capture, or on Oath made that no such Papers were found, shall immediately acquit such Capture, or condemn it as lawful Prize. And, in Case such Claim be duly entered, and Security given, and no Occasion appears to examine distant Witnesses, then such Judge, &c. shall examine the present Witnesses, and, within ten Days after Claim and Security, proceed to sentence the Capture as aforesaid. But if the Matter appears doubtful to the Judge, &c. and it be found necessary to examine Witnesses remote from such Court of Admiralty, and such Examination be desired, and an absolute Determination insisted on, on both Sides, then the Capture shall be appraised forthwith, by sworn Appraisers, on the Part of the Captor; for which Purpose the Judge shall cause the Goods found on board to be unladen and put in proper Warehouses, with separate Locks, of the Collector and Comptroller of the Customs, and, where there is no Comptroller, then of the Naval Officer, and the Agents of the Captors and Claimants; at the Charge of the Parties desiring the same, the Claimants giving Security within fourteen Days after making such Claim, to pay the Captors the full Value appraised, if adjudged lawful Prize; after which Security, the Judge shall Order the said Prize to be delivered to the Claimants, or their Agents.

P. 135.

And if the Claimants refuse to give security, the Judge shall take Security of the Captors, to be approved by the Claimants, to pay the Claimants the appraised Value, if it be adjudged not lawful Prize; and the Judge shall proceed thereupon to make an interlocutory Order, for delivering the same to the Captors or their Agents.

All Captures brought into any of our *American* Colonies shall stay there without breaking Bulk, under the joint Care of the Collector and Comptroller of the Customs; or where there is no Comptroller, of the Naval Officer of that Port, and the Captors and their Agents, till the same shall be cleared or condemned by final Sentence; and on Condemnation as lawful Prize, if taken by a Privateer, shall be immediately delivered to the Captors and their Agents, subject to their own Disposal.

P. 136.

If any Judges, or other Officers in his Majesty's Dominions abroad, neglect to perform any of the Matters to them referred, relating to discharging or condemning the Captures, as aforesaid, shall forfeit 500*l.* &c.

There shall not be paid above 10*l.* to all the Judges and Officers of any Court of Admiralty abroad, for the Condemnation of any Capture under 100 Tons Burthen, nor above 15*l.* if the Capture be of that, or any greater Burthen; and on Payment of either of the said Sums, the Judges, &c. shall be liable to all the several Penalties imposed by this Act, if they neglect to do their Duties within the respective Times limited.

If any Captors or Claimers shall not be satisfied with the Sentence given, in such Court of Admiralty abroad, they may appeal to Commissioners appointed under



under the Great Seal of *Great-Britain*, for determining such Appeals; to be allowed as Appeals to such Commissioners as are now allowed from the Court of Admiralty in *England*, if it be made within fourteen Days after Sentence, and Security given to prosecute with Effect, and pay treble Costs if the Sentence be affirmed; provided the Execution of any Sentence appealed from shall not be suspended, if the Parties appellate give Security to the Court who passed Sentence to restore the Ship, &c. or the Value, to the Appellants, if the Sentence be reversed.

Any Commanders, Officers, &c. who shall embezzle any Part of the Capture, shall forfeit treble the Value of such Embezzlement; &c.

Provided that nothing in this Act contained shall exempt any Prizes from paying the usual Customs, or being subject to the Laws in being, in any of his Majesty's Dominions.

His Majesty, his Heirs, &c. are empowered to grant Charters, Commissions; &c. in this or any future War, to enable any Societies or particular Persons to join in any Adventures by Sea or Land in *America*, to surprize, take, or destroy any Moveables or Immoveables belonging to the Enemy, and to vest the Property of all Things so taken in any Parts of *America*, whether Ships, Goods, Stores of War, Settlements, Factories, Places of Strength, &c. together with all Profits and Advantages accruing from the same, in what Manner and under such Regulations as his Majesty, his Heirs, &c. shall think fit, and to confirm the said Benefits by any further Grants. 13 Geo. II.  
P. 139.

Provided that no Charter, &c. shall restrain any of his Majesty's Subjects from having a free Trade to any Part of *America*.

There shall be paid by the Treasurer of the Navy; on Bills made for by the Commissioners, to be paid according to Course, without Fee; to the Officers, Seamen, &c. that shall have been on board such Privateers, in any Action where any Ships of War or Privateers shall be taken from the Enemy, or destroyed, *g/l.* for every Man which was living on board any Ship so taken or destroyed, at the Beginning of the Engagement between them; the Numbers to be proved by the Oaths of three or more of the chief Officers or Men belonging to such Ships of the Enemy, at the Time of their being taken or destroyed, before the Mayor, or other chief Magistrate of the Port whereto such Prize, or the Men of any Ship destroyed, shall be brought; which Oaths the said Mayor, &c. is hereby required to administer, and grant a Certificate thereof, without Fee, directed to the Commissioners of the Navy; upon producing which Certificate, with an authentic Copy of the Condemnation of such Ship so taken, or, if destroyed, on producing a Certificate from the Mayor, &c. the Commissioners or their Agents shall, within fifteen Days, make out Bills for the Amount of such Bounty, directed to the Treasurer of the Navy, payable to and to be divided among the Owners, Officers, &c. of any Privateer, as by written Agreement among themselves shall be directed. P. 140.

The Bills made out for the Bounty aforesaid shall be payable to the Agents of Owners, &c. of Privateers, to be divided as by written Contract, &c. P. 141.

All Captures, commonly called *Flota Ships* or *Galleons*, or any Register Ships, bound from *Buenos Ayres* or *Honduras*, or any Goods on board the said Ships, shall be adjudged in his Majesty's High Court of Admiralty, and not by any Court of Admiralty out of *Great-Britain*.

If any Ships, &c. belonging to his Majesty's Subjects, shall be taken by the Enemy, and afterwards retaken by any Men of War, or Privateers under his Majesty's Protection, the said Ships, &c. so retaken, shall be restored to their proper Owners, paying, in Lieu of Salvage, an eighth Part of the Value, after having been in Possession of the Enemy twenty-four Hours; and, if above twenty-four Hours, and under forty-eight Hours, a fifth Part; and, if above forty-eight Hours, and under ninety-six Hours, a third Part; and, if above ninety-six Hours, a Moiety thereof: All which Payments shall be made without Deduction; and if any Ship so retaken shall appear to have been set forth by the Enemy, while in their Custody, as a Man of War, the Owners of such Ship retaken shall pay a full Moiety of the real Value, without Deduction. P. 142.

If any Ship, &c. be taken by any Privateer, through Consent or Connivance, such Ship, &c. as also the Tackle, Apparel, Furniture, and Ammunition of such Privateer, shall be judged good Prize; and the Bond given by the Captain shall be forfeited to his Majesty, &c.

13 Geo. II.  
P. 143.

No Privateer, touching at any of the *American* Plantations, shall carry from thence any Servant without Consent of the Owner, or any other Person without his Ticket of Leave to depart, but in all Cases be subject to the Laws of the Country.

17 Geo. II.  
P. 691, 692.

For the Encouragement of the Officers and Seamen of his Majesty's Ships of War, and of all other *British* Ships having Commissions or Letters of Marque, and for inducing all *British* Seamen who may be in any foreign Service to return into this Kingdom, and become serviceable to his Majesty, and for the more effectually securing and extending the Trade of his Majesty's Subjects, *It is enacted*, [the same as the preceding Act entire, with the following Additions, *viz.*] that all Commanders of private Ships of War, or Merchant Ships having Letters of Marque, shall, on going into any of those Ports or Harbours, be subject to the several Directions and Forfeitures by such Laws made and provided.

P. 705.

Some Doubts having arisen upon the Construction of several Clauses in the foregoing Act of 13 Geo. II. *It is therefore enacted*, That, after the first Day of July, 1744, all Proceedings in any of his Majesty's Courts of Admiralty, concerning the Adjudication and Condemnation of Prizes taken from the *Spaniards*, shall be according to the Method directed and prescribed by this present Act.

Nothing in this Act contained shall restrain his Majesty, his Heirs and Successors, from giving such further Rules and Directions to his respective Courts of Admiralty, for the Adjudication and Condemnation of Prizes, as by his Majesty, &c. with Advice of his Privy Council, shall be thought necessary.

And as in all private Ships of War, or Merchant Ships that shall take out Letters of Marque, it is expedient, for the better Discipline and Government of such Ships, that all Persons who shall enter themselves on board should be under proper Regulations, to pay Obedience to the lawful Commands of the chief Commanders of the said Ships: *It is therefore enacted*, that all Offences committed by any Officer or Seaman on board any Privateer or Merchant Ship, taking Letters of Marque, during the present War with *Spain* or *France*, shall be punished in such Manner as the like Offences are punishable on board his Majesty's Ships of War.

P. 706.

All Offenders who shall be accused of such Crimes as are cognizable only by a Court-Martial, shall be confined on board such Privateer, &c. in which such Offence shall be committed, until they shall arrive in some Port in *Great-Britain* or *Ireland*, or can meet with such a Number of his Majesty's Ships of War abroad as are sufficient to make a Court-Martial; and, upon Application made by the Commander of such Privateer to the Lord High Admiral of *Great-Britain*, or the Commander in Chief of his Majesty's said Ships of War abroad, they are hereby authorized and required to call a Court-Martial, for trying and punishing the said Offences.

10 Geo. II.  
P. 487.

For Advancement of the Trade of *Great-Britain* to and in the several *British* Sugar Colonies in the *West Indies* in *America*, for the better Encouragement of his Majesty's Ships, and private Ships of War, and the annoying and diminishing the Power and Wealth of his Majesty's Enemies in those Parts, and for the Increase of Shipping and Seamen; for these and other Services, *It is enacted*, that no Mariner, or other Person, who shall serve, or be retained to serve, on board any Privateer, or trading Vessel that shall be employed in any of the *British* Sugar Colonies in the *West Indies* in *America*, &c. shall be impressed or taken away by any Officer belonging to any of his Majesty's Ships of War, unless such Mariner shall have before deserted from such Ship of War, at any Time after the 24th of June, 1746; upon Pain that the Officer so impressing, &c. contrary to the Tenor and true Meaning of this Act, shall forfeit to the Master or Owner of such Vessel, 50*l.* for every Man he shall take, with full Costs of Suit, &c.

P. 488.

Every Master or Commander of a Privateer, or trading Vessel, before he shall receive, in any of the Parts aforesaid, any Seamen, &c. to serve on board, shall endeavour,

endeavour, by all the Means he reasonably can, to discover whether such Person hath deserted from any Man of War; and in Case any Commander shall receive any Mariner on board, without first having made such Endeavour towards a Discovery, or if he shall know such a one to be a Defeater, he shall forfeit 50*l.* for every Man he shall so entertain, &c.

And every Master of a Merchant Ship, or Commander of a Privateer, before <sup>19 Geo. II. P. 489.</sup> he shall set sail from any Port belonging to any of the said *British* Sugar Colonies, shall deliver to the chief Officer of the Customs of the Port he sails from, an exact List of all the Men belonging to such Vessel, containing their Names, Ages, and Description of their Persons, upon Pain of forfeiting 10*l.* for every Man he shall receive on board, &c.

Upon the Death or Alteration of any Seaman the List must be altered, and shewn to the Captains of Men of War; and, in Case any Man belonging to his Majesty's Ships of War shall be found on board, whose Name is not in the List, the Master or Commander shall forfeit 50*l.* for every such Man, &c.

The Preamble sets forth, that by the preceding Act of 13 Geo. II. the sole <sup>20 Geo. II. P. 591.</sup> Property of all Vessels and Merchandize taken from the *Spaniards*, is given to the Officers, &c. on board every Privateer, being first adjudged lawful Prize, and divers Rules are therein established for the Condemnation of such Prizes; and by the said Act a Bounty is given to the Officers and Seamen, on their taking or destroying the Enemy's Ships, and that by the foregoing Act of 17 Geo. II. it was found necessary that the same Encouragement should be given to the Captors of *French* Ships, &c.

All Sales, Bills of Sale, Contracts, Agreements, and Assignments of Shares <sup>P. 591.</sup> of Prizes, &c. taken from the Enemy by Ships of War, or having Letters of Marque, which shall be made at any Time after the said first of *June*, shall be void and of none Effect.

The Agents are to pay the respective Shares of Prizes and Bounty Money to <sup>P. 594.</sup> all Seamen, &c. as shall appear in Person, or, in their Absence, to their lawful Attornies, empowered by them, in Manner herein-after directed, or to their Executors, &c. without any Regard to Bargain or Sale whatsoever, concerning the same.

After the said 1st of *June* no Letter of Attorney, made by any Seaman, &c. in any Ship of War, or having Letters of Marque, or by their Executors, &c. in order to empower any Person to receive any Share of Prizes or Bounty Money, shall be valid, unless the same be made revocable, and for the Use of such Seamen, and be signed and executed before, and attested by, the Captain and one other of the signing Officers of the Ship, or the Mayor or chief Magistrate of some Corporation.

As every War produces Alterations, the following have been made since that which commenced in 1756.

If any Captor or Claimant shall not rest satisfied with the Sentence given in <sup>27 Geo. II.</sup> the Admiralty Court abroad, the Party aggrieved may appeal to the Commissioners of Appeals in Causes of Prizes in *Great-Britain*; the same to be allowed in like Manner as Appeals from the Court of Admiralty in this Kingdom, so as the same be made within fourteen Days after Sentence, and Security be given to prosecute such Appeals, and answer the Condemnation, and to pay treble Costs, in Case the Sentence be affirmed.

The Execution of any Sentence shall not be suspended by Reason of such Appeal, in Case the Party appellate give Security, to be approved of by the Court; to restore the Ship or Effects, or the full Value thereof, to the Appellant, in Case the Sentence shall be reversed.

If any Person, who was not a Party in the first Instance, shall interpose an Appeal from a Sentence given in any Admiralty-Court, such Person or his Agent shall at the same Time enter his Claim, otherwise such Appeals shall be null and void.

All Appraisements and Sales of Ships or Merchandizes, taken by his Majesty's Ships of War, are to be made by Agents, appointed in equal Numbers by the Flag-Officers, Captains, Officers, Ship's Company, and others entitled thereunto,

unto, *viz.* If the Flag Officers, or Flag Officer, of any Fleet or Squadron, which shall take any Prize, or the Majority of such Flag Officers, if more than one, shall appoint one or more Agents to sell or appraise the same, then the Captains and Commanders shall nominate the like Number to act for them, and all the other Officers shall appoint the like Number to act for them; and all the Crews of the several Ships Companies, entitled thereto, shall appoint the same Number of Agents to act on their Behalf.

But nothing herein is to extend to alter any Agreement between the Owners, Officers, and Seamen of Privateers.

All Agents for receiving the Bounty for Head-Money are to exhibit and register in the Court of Admiralty, where the Prize shall be condemned, their Letters of Attorney appointing them Agents; and if any Agent shall refuse or neglect so to do for six Months after Condemnation, he is to forfeit 500*l.* to be recovered by the Prosecutor.

If any Agent is appointed after Condemnation, he must make the same Registry under the same Penalty.

After the Sale of any Prize taken by any of his Majesty's Ships of War, publick Notice is to be given by the Agents of the Day appointed for Payment of the Shares to the Captors; after which, if any Men's Shares shall remain in their Hands, either belonging to such Men as shall be run from his Majesty's Service, or not be legally demanded in three Years, the same are to go to the Use of *Greenwich Hospital*.

If any Vessel shall be taken by Collusion by a Man of War, the Commander or Captain shall forfeit 1000*l.* one Moiety to the Use of his Majesty, the other to the Prosecutor; and he shall forfeit his Employment, and be incapable of any Office under his Majesty, during the Space of seven Years; and the Goods, Ship, Tackle, &c. so taken by Collusion, shall be adjudged good Prize to his Majesty.

Persons belonging to his Majesty's Service who shall run away from their Ships before Notification of the Payment of Prizes or Bounty Money, are not entitled to their Shares; but the same shall go to *Greenwich Hospital*.

And, if they run away after Notification given, they forfeit such Part of their Shares as shall remain in the Agent's Hands.

All Agents, &c. who shall dispose of any Prize, are, within three Months after the Day of the first Payment to the Captors, to transmit to the Treasurer of *Greenwich Hospital*, &c. a true State of the Produce of such Prizes, together with an Account of the Payment of the several Shares to the Captors, as shall then have been made; and all Persons authorized to receive Bounty Bills are, in like Manner, to transmit an Account of the Payment of the Shares; and all Agents, &c. who shall dispose of any Prizes taken by any of his Majesty's Ships of War, or that shall have received or disposed of any Bills for Bounty, are, within three Months after the Term of three Years, limited by this Act, to make out an exact Account of the Produce of such Prize and Bills for Bounty; as also of the Payments of the several Shares to the Captors, together with a true Account upon Oath, to be taken before the Treasurer of the said Hospital, &c. in Writing under his Hand and Seal, of all Sums then remaining in their Hands, which Money and Accounts they are at the same Time to deliver, taking an Acquittance for the same.

The Persons directed to deliver the Accounts before-mentioned, and to pay the Money within the Time before limited and appointed, on Neglect are to forfeit 100*l.* exclusive of the Money then in their Hands; one Third to his Majesty, the other two Thirds to the said Hospital, with Costs of Suit.

If any Fraud shall appear in the Accounts, every Person, his Aiders and Abettors, are to forfeit 100*l.* over and above the aforesaid Penalties; one Third to his Majesty, one Third to the Hospital, and the other to the Informer, with Costs of Suit.

No Agent may be sued by any Person who shall make a Run from his Majesty's Service, in the Lists certified of the Names of the Officers, Seamen, &c. actually on board any of his Majesty's Ships of War, at the taking of any Prize, until the End of three Months after the Expiration of the three Years limited for



the claiming of Prizes and Bounty Money, unless such Person shall, before any Action brought, obtain a Certificate of his Right being taken off, and the Forfeiture of his Share of such Prize and Bounty Money discharged by the Commissioners of the Navy, who subscribed the said Lists, and shall produce such Certificates to the Agents, and unless the Agent shall refuse thereupon to pay the said Prize and Bounty Money within two Months after such Demand and Certificate produced.

The Preamble sets forth, that repeated Complaints having been made of Piracy and Robbery being committed on board small Ships and Boats being, or pretending to be, *English* Privateers; and that it is apprehended that most of the Acts of Piracy and Robbery have arisen from the Obligation on the Lords of the Admiralty, to grant Commissions to all Commanders of Ships or Vessels of what Burden soever, without Distinction: To remedy which Inconveniency it is enacted, that such Commissions shall be absolutely repealed and made void.

But it is further enacted, that from and after the first of *June*, 1759, Commissions shall be issued at the Request of any Owner or Owners, they giving such Security as is herein-after mentioned; and that all Ships, Vessels, Goods, &c. taken by any such Privateer, being first adjudged lawful Prize, shall wholly belong to the Owners and Captors, in such Manner as shall be agreed on among themselves, and neither to his Majesty, or any Admiral, Vice-Admiral, Governour, or other Person whatsoever; except as to the Customs and Duties.

No Commission shall be granted, if in *Europe*, except the Vessel be of 100 Tons Burden, carrying ten Carriage Guns, being three Pounders, and forty Men at least; or unless the Lords of the Admiralty, or Persons authorized by them, shall think fit to grant the same to any Vessel of inferior Force or Burden.

The Lords of the Admiralty may at any Time, by an Order in Writing, revoke any Commission.

In such Case the Secretary of the Admiralty is required with all convenient Speed, after any Commission shall be so revoked, to give Notice in Writing to the Owners, Agents, or Sureties of the Ship or Vessel, named in such Order of Revocation: And, if such Ship shall be in the Channel, the Order of Revocation shall be effectual to supersede the said Commission, at the Expiration of twenty Days from such Notice, or sooner, if the Notice shall be given to the Commander of the Vessel: If the ship be in the Northern Seas, at the Expiration of twenty Days; and if to the Southward of Cape *Finisterre*, or in the *Mediterranean* at the End of six Weeks: If in *North America* or the *West Indies*, at the Expiration of three Months; and in the *East Indies*, at the End of six Months: And the Person concerned may complain of such Revocation to his Majesty in Council, within thirty Days after the Notice is given, and the Determination of his Majesty in Council shall be final.

If the Order of Revocation shall be superseded; the Commission shall be deemed to have continued in Force, in the same Manner as if no such Revocation had been made.

No Person shall be liable to be punished for doing any Matter or Thing before he shall have received personal Notice of such Revocation.

Before the granting any Commission, usual Bail or Security shall be taken, each Person, being Security, making Oath before the Judge of the Admiralty, &c. that at the Time of their being sworn, they were worth more Money than the Sum for which they are then bound, exclusive of their just Debts: And the Marshal of the Court, &c. is directed to make Enquiry of the Sufficiency of such Security, and report the same to the Judge or his Surrogate, before such Commission shall be granted.

All Persons applying for Commissions are to make Application in Writing, and set forth therein a particular and exact Description of the Ship or Vessel, specifying the Burden, and the Number and the Nature of the Guns on board, to what Place belonging, and the Names of the Principal Owners, and the Number of the Men, all which Particulars are to be inserted in the Commission, and every Commander shall produce such Commission to the Collector, &c. of the Port from whence such Ship or Vessel shall be first fitted out, or



to the lawful Deputy of such Collectors, &c. who are required to inspect the said Ship, without Fee or Reward, so as to ascertain the Burden, Number of Men, and Number and Nature of her Guns: And if they shall find the same to answer the Tenour of the Description in the Commission, or be of greater Force, they are immediately, upon the Request of the Commander, to give him a Certificate *gratis*, which shall be deemed a necessary Clearance, before such Vessel shall be permitted to sail from that Port: And if the Commander shall depart without such Certificate, or proceed upon a Cruise with a Force inferior to that mentioned in his Commission, or required by this Act, the Commission shall from thenceforth be null and void; and the Commander, being convicted before any Court of Admiralty, shall be imprisoned without Bail or Mainprize, for such Space as the Court shall direct, not exceeding one Year.

If any Collector, &c. shall grant a Certificate for any Vessel which shall not be of the Burden and Force specified in the Commission, or of greater Burden and Force than shall be mentioned therein, he shall forfeit his Office, and be for ever after incapable of holding any Office in the Customs; and shall also forfeit 100*l.* one Half to the Informer, and the other to the Corporation for the Relief of sick and disabled Seamen in the Merchant-Service; or, if the Forfeiture shall be incurred in an Outport, where there is a Corporation for Relief of Seamen, then to the Trustees of such Corporation.

The Tonnage of Vessels to be ascertained according to the Rules laid down by the Act 8 *Anne*, for making a Dock at Liverpool.

If the Commander of any private Ship of War shall agree to ransom any neutral Vessel, or the Cargo, or any Part thereof, after the same shall have been taken as Prize, and, in Pursuance of such Agreement, discharge such Prize without bringing the same into some Port belonging to his Majesty's Dominions, he shall be deemed guilty of Piracy, Felony, and Robbery; and upon Conviction shall suffer Pains of Death, Loss of Lands, Goods, and Chattels accordingly.

But the Commander of any private Ship of War, upon the Capture of any neutral Ship, which shall be liable only to the Forfeiture of such contraband Goods as shall be on board, may receive such Goods from such Ship, in Case the Commander thereof is willing to deliver the same, and may thereupon set such neutral Ship at Liberty; and if any Person shall purloin or embezzle any contraband Goods before condemnation, he shall suffer such Pains and Penalties as are inflicted by Law on Persons purloining or embezzling Goods out of any captured Ship.

All Books, Papers, and Writings, found in any Vessel, taken as Prize, shall be brought into the Registry of the Court of Admiralty, wherein such Vessel may be proceeded against in Order for Condemnation; but such only translated as shall be agreed or insisted upon by the Proctors of the several Parties, Captors or Claimants, or, in Case of no Claim by the Captor or Registry, to be necessary for ascertaining the Property of such Vessel and her Cargo.

No Judge, Register, or Deputy Register, Marshal or Deputy Marshal, or any other Officer belonging to any Court of Admiralty or Vice Admiralty in Great-Britain or Ireland, or the Plantations or elsewhere, nor any Advocate or Proctor shall be concerned in any Privateer, having Commission aforesaid; on Penalty of forfeiting their Office and also 100*l.* to his Majesty; and every Advocate or Proctor to be rendered incapable of practising for the future.

No Register, or Deputy Register, nor any Marshal nor Deputy Marshal, of any Admiralty or Vice Admiralty Court, shall act or be concerned, either directly or indirectly, as Advocate or Proctor in such Courts, to which they belong; or, on Non-Observance of this Clause, shall forfeit his respective Office and Employment in such Court.

If any Appeal shall be interposed from a Sentence given in an Admiralty Court in Pursuance of the Act 29 *Geo.* II. the Judge of such Court shall, at the Request and Charge, either of the Captor or Claimant, or of the Claimant only, in Case where the Privilege is reserved in Favour of the Claimant by any Treaty now subsisting

subfisting, make an Order to have such Capture appraised, unless the Parties agree upon the Value, and an Inventory taken, and then take Security for the full Value thereof, and cause such Capture to be delivered to the Party giving such Security, in the same Manner as, by the former Act, such Judge ought or could have done before Sentence given, notwithstanding such Appeal; and if there shall be any Difficulty or Objection to the giving or taking Security, the Judge shall, at the Request of either of the Parties, order such Goods and Effects to be entered, landed, and sold by publick Auction, as Prize-Goods now are, under the Care and Custody of the Officers of the Customs, and under the Direction and Inspection of such Persons as shall be appointed by the Claimants and Captors; the Produce to be deposited in the Bank of *England*, or in some publick Securities, in the Names of such Trustees as the Captors and Claimants shall appoint, and the Court shall approve, for the Use and Benefit of the Parties who shall be adjudged to be entitled thereto; and, if such Security shall be given by the Claimants, then the Judge shall give such Capture a Pass, to prevent its being taken again by his Majesty's Subjects in its destined Voyage.

This Act to continue in Force during the present War with *France*, and no longer.

The Expence at the Admiralty-Office of a Letter of Marque, or a Commission, is 1*l.* 2*s.* 6*d.* and at the Commons 9*l.* 14*s.* 6*d.* but Proctors, when employed, generally charge fifteen Guineas.

*An ORDER from the Lords of the Admiralty to the Judge of the High Court of Admiralty, to make out the Commission.*

*By the Commissioners for executing the Office of Lord High Admiral of Great-Britain and Ireland, &c.*

**W**HEREAS by his Majesty's Commission under the Great Seal of *Great-Britain*, bearing Date the

We are required and authorized to issue forth and grant Commissions to any of his Majesty's Subjects, or others, whom we shall deem fitly qualified in that Behalf, for the apprehending, seizing, and taking the Ships, Vessels, and Goods belonging to

or the Vassals and Subjects of the King, or others inhabiting within any of his Countries, Territories, and Dominions, and such other Ships, Vessels, and Goods as are or shall be liable to Confiscation, pursuant to the respective Treaties between his Majesty and other Princes, States, and Potentates, and to bring the same to Judgement in his Majesty's High Court of Admiralty of *England*, or such other Court of Admiralty as shall be lawfully authorized in that Behalf, for Proceedings and Adjudication, and Condemnation to be thereupon had, according to the Course of Admiralty and Law of Nations, with other Powers in the said Commission expressed; a Copy whereof, together with his Majesty's Instructions under his Royal Signet and Sign Manual, remains with you: THESE are therefore to will and require you forthwith to cause a Commission, or Letter of Marque, to be issued out of the High Court of Admiralty unto

Commander of the Ship called the

Burthen

about

Tons, mounted with

Guns,

and navigated with

Men; to set forth, in warlike Manner,

the said Ship called the

whereof the said

is Commander, and to

apprehend, seize, and take the Ships, Vessels, and Goods belonging to

or

the Vassals and Subjects of the

King, or others inhabiting within any of his

Countries, Territories and Dominions, and such other Ships, Vessels, and Goods

as are or shall be liable to Confiscation, pursuant to the respective Treaties between

his Majesty and other Princes, States, and Potentates, according to his Majesty's

Commission and Instructions aforesaid. And you are to insert therein a Clause,

injoining the said

to keep an exact Journal of his Proceed-

ings; and therein particularly to take Notice of all Prizes which shall be taken

by him, the Nature of such Prizes, the Time and Place of their being taken, and

the Value of them as near as he can judge; as also the Station, Motion, and

Strength of the Enemy, as well as he can discover by the best Intelligence he can

get; of which he is, from Time to Time, as he shall have Opportunity, to transmit an Account to our Secretary, and to keep Correspondence with him by all Opportunities that shall present. PROVIDED always, that, before you issue such Commission, Security be given thereupon, according as is directed by his Majesty's Instructions aforementioned, and hath been used in such Cases. The said Commission to continue in Force until further Order: For which this shall be your Warrant. Given under our Hands, and the Seal of the Office of Admiralty, this  
Day of 17

To

Judge of the High Court of Admiralty.

By Command of their Lordships.

### The COMMISSION.

**G**EORGE the Second, by the Grace of God King of Great-Britain, France, and Ireland, Defender of the Faith; TO ALL PEOPLE to whom these Presents shall come, greeting: WHEREAS We, by our Declaration of the nineteenth Day of October, in the Year of our Lord One thousand Seven hundred and Thirty-nine, for the Reasons therein contained, have declared War against Spain; AND WHEREAS We, by our Declaration of the twenty-ninth Day of March, in the Year of our Lord One thousand Seven hundred and Forty-four, for the Reasons therein contained, have declared War against France. AND WHEREAS We, by our Commission under our Great Seal of Great-Britain, bearing Date the eighteenth Day of June following, have willed, required, and authorized our High Admiral of Great-Britain and Ireland, &c. for the Time being, and our Commissioners for executing the Office of our High Admiral of Great-Britain and Ireland, &c. and the Commissioners for executing the said Office, for the Time being, or any three or more of them, to issue forth and grant Commissions to any of our loving Subjects, or others, whom our High Admiral aforesaid, or our said Commissioners for executing the said Office, and the Commissioners for executing the same for the Time being, shall deem fitly qualified in that Behalf, for the apprehending, seizing, and taking the Ships, Vessels, and Goods belonging to France and Spain, or the Vassals and Subjects of the French King or King of Spain, or either of them, or others inhabiting within any of their or either of their Countries, Territories, and Dominions, and such other Ships, Vessels, and Goods as are or shall be liable to Confiscation, pursuant to the respective Treaties between us and other Princes, States, and Potentates, and to bring the same to Judgement in our High Court of Admiralty of England, or such other Court of Admiralty as shall be lawfully authorised in that Behalf for Proceedings and Adjudications, and Condemnation to be thereupon had, according to the Course of Admiralty and Laws of Nations, and with such Clauses to be therein inserted, and in such Manner, as by our said Commission more at large appeareth. AND WHEREAS our said Commissioners for executing the Office of our High Admiral aforesaid, have thought fitly qualified, who hath equipped, furnished, and victualled a Ship called

Tons, whereof he the said

is Commander. AND WHEREAS the said

hath given sufficient Bail, with Sureties, to us in our said High Court of Admiralty, according to the Effect and Form set down in our Instructions made the said eighteenth Day of June, One thousand Seven hundred and Forty-four, and in the eighteenth Year of our Reign, a Copy whereof is given to the said Captain

KNOW YE THEREFORE, that We do by these Presents grant Commission to, and do license and authorize the said

Manner the said Ship called the

to set forth in warlike under his own Command;

and therewith, by Force of Arms, to apprehend, seize, and take the Ships, Vessels, and Goods belonging to France and Spain, or the Vassals and Subjects of the French King or King of Spain, or either of them, or others inhabiting

biting within any of their or either of their Countries, Territories, and Dominions, and such other Ships, Vessels, and Goods, as are or shall be liable to Confiscation, pursuant to the respective Treaties between us and other Princes, States, and Potentates, and to bring the same to such Ports as shall be most convenient in order to have them legally adjudged in our said High Court of Admiralty of *England*, or before the Judges of such other Admiralty Court as shall be lawfully authorized within our Dominions; which being condemned, it shall and may be lawful for the said \_\_\_\_\_ to sell and dispose of such Ships,

Vessels, and Goods, so adjudged and condemned in such Sort or Manner as by the Course of Admiralty hath been accustomed, except in such Cases where it is otherwise directed by our said Instructions. PROVIDED always, that the said

\_\_\_\_\_ keep an exact Journal of his Proceedings, and therein particularly take Notice of all Prizes which shall be taken by him, the Nature of such Prizes, the Times and Places of their being taken, and the Values of them, as near as he can judge; as also of the Station, Motion, and Strength of the Enemies, as well as he or his Mariners can discover by the best Intelligence he can get, and also of whatsoever else shall occur unto him, or any of his Officers or Mariners, or be discovered or disclosed unto him or them, or found out by Examination or Conference with any Mariners or Passengers of, or in, any of the Ships or Vessels taken, or by any other Person or Persons, or by any other Ways and Means whatsoever, touching or concerning the Designs of the Enemies, or any of their Fleets, Vessels, or Parties, and of their Stations, Ports, and Places, and of their Intents therein, and of what Merchant Ships or Vessels of the Enemies bound out or home, or to any other Place, he or his Officers or Mariners shall hear of, and of what else material in those Cases may arrive to his or their Knowledge; of all which he shall, from Time to Time, as he shall or may have Opportunity, transmit an account to our High Admiral of *Great-Britain* for the Time being, or our said Commissioners for executing the Office of our High Admiral aforesaid, or the Commissioners for executing that Office for the Time being, or their Secretary, and keep a Correspondence with him or them by all Opportunities that shall present. AND FURTHER PROVIDED, that nothing be done by the said

\_\_\_\_\_ or any of his Officers, Mariners, and Company, contrary to the true Meaning of our aforesaid Instructions, but that the said Instructions shall be by them, and each and every of them, as far as they or any of them are therein concerned, in all Particulars well and duly performed and observed. AND We pray and desire all Kings, Princes, Potentates, Estates, and Republicks, being our Friends and Allies, and all others to whom it shall appertain, to give the said \_\_\_\_\_ all Aid, Assistance, and Succour, in their Ports, with his said Ship, Company and Prizes, without doing or suffering to be done to him any Wrong, Trouble, or Hindrance; We offering to do the like when we shall be by them thereunto desired. AND We will and require all our Officers whatsoever, to give him Succour and Assistance as Occasion shall require. IN WITNESS whereof we have caused the Great Seal of our High Court of Admiralty of *England* to be hereunto affixed. Given at *London* the

Day of \_\_\_\_\_ in the Year of our Lord one thousand seven hundred and forty four, and in the eighteenth Year of our Reign.

Extract from the Registry of the High Court of Admiralty of England.

GEORGE R.

INSTRUCTIONS for the Commanders of such Merchant Ships and Vessels as may have Letters of Marque, or Commissions for Private Men of War against the King of Spain, his Vassals and Subjects, or others inhabiting within any of his Countries, Territories, or Dominions, by Virtue of our Commission granted under the Great Seal of Great-Britain, bearing Date the thirtieth Day of November, 1739. Given at our Court at St. James's, the thirtieth Day of November, 1739, in the thirteenth Year of our Reign.

I. **T**HAT it shall be lawful for the said Commanders of Merchant Ships and Vessels authorised by Letters of Marque, or Commissions for private Men of War, to set upon by Force of Arms, and subdue and take the Men of War, Ships, and other Vessels whatsoever, as also the Goods, Monies, and Merchandizes belonging to the King of Spain, his Vassals and Subjects, and others inhabiting within any of his Countries, Territories, and Dominions; and such other Ships, Vessels, and Goods, as are, or shall be, liable to Confiscation, pursuant to the Treaties between us and other Princes, States, and Potentates: But so as that no Hostility be committed, nor Prize attacked, seized, or taken, within the Harbours of Princes and States in Amity with us, or in their Rivers or Roads, within Shot of their Cannon.

II. That all Ships, of what Nation soever, carrying any Soldiers, Arms, Powder, Ammunition, or any other contraband Goods, to any of the Territories, Lands, Plantations, or Countries of the King of Spain, shall be seized as Prizes.

III. That the said Commanders of such Merchant Ships and Vessels shall bring such Ships and Goods as they have seized, or shall so seize and take, to such Port of this our Realm of England, or some other Port of our Dominions as shall be most convenient for them, in order to have the same legally adjudged in our High Court of Admiralty of England, or before the Judges of such other Admiralty Court, as shall be lawfully authorised within our Dominions: But if such Prize be taken in the Mediterranean, or within the Straits of Gibraltar, then the Captor may, if he doth not think fit to bring the same to some Port of England, or other our Dominions, carry such Ship and Goods into the Ports of such Princes or States as are in Alliance or Amity with us.

IV. That after such Ship shall be taken and brought into any Port, the Taker shall be obliged to bring or send, as soon as possible may be, three or four of the principal of the Company, whereof the Master and the Pilot to be always two, of every Ship so brought into Port, before the Judge of the Admiralty of England, or his Surrogate, or before the Judge of such other Admiralty Court, within our Dominions, as shall be lawfully authorised as aforesaid, or such as shall be lawfully commissioned in that Behalf, to be sworn and examined upon such Interrogatories as shall tend to the Discovery of the Truth, touching the Interest or Property of such Ship or Ships, and of the Goods and Merchandizes found therein: And the Taker shall be further obliged at the Time he produceth the Company to be examined, to bring and deliver into the Hands of the Judge of the Admiralty of England, his Surrogate, or the Judge of such other Admiralty Courts within our Dominions, as shall be lawfully authorized, or others commissioned as aforesaid, all such Passes, Sea-Briefs, Charter-parties, Bills of Lading, Cockets, Letters, and other Documents and Writings as shall be delivered up, or found on board any such Ships; the said Taker or one of his chief Officers, who was present and saw the said Papers and Writings delivered up, or otherwise found on board at the Time of the Capture, making Oath, that the said Papers and Writings

are



are brought and delivered in, as they were received or taken, without any Fraud, Addition, Subtraction or Embezzlement.

V. That such Ships, Goods, and Merchandizes, taken by Virtue of Letters of Marque, or Commissions for private Men of War, shall be kept and preserved, and no Part of them shall be sold, spoiled, wasted, or diminished, and that the Bulk thereof shall not be broken before Judgement be given in the High Court of Admiralty of *England*, or some other Court of Admiralty lawfully authorized in that Behalf, that the Ships, Goods, and Merchandizes are lawful Prize; and that no Person or Persons, taken or surprized in any Ship or Vessel as aforesaid, though known to be of the Enemy's Party, shall be in cold Blood killed, maimed, or by Torture or Cruelty inhumanly treated, contrary to the common Usage and just Permission of War, and whosoever shall offend in any of the Premises, shall be severely punished.

VI. That the said Commanders of such Merchant Ships and Vessels, who shall obtain the said Letters of Marque or Commissions, as aforesaid, for private Men of War, shall not do or attempt any Thing against the true Meaning of any Article or Articles, Treaty or Treaties, depending between us and any of our Allies, touching the Freedom of Commerce in the Time of War, and the Authority of the Passports, or Certificates under a certain Form in some one of the Articles or Treaties so depending between us and our Allies, as aforesaid, when produced and shewed by any of the Subjects of our said Allies; and shall not do or attempt any Thing against our loving Subjects, or the Subjects of any Prince or State in Amity with us, nor against their Ships, Vessels or Goods, but only against the King of *Spain*, his Vassals and Subjects, and others inhabiting within his Countries, Territories, or Dominions, their Ships, Vessels and Goods, except as before excepted; and against such other Ships, Vessels and Goods, as are or shall be liable to Confiscation.

VII. That after Condemnation of any Prize, it shall or may be lawful for the Commanders of such Merchant Ships or Vessels, or the Owners of the same, to keep such and so many Ships, Vessels, Goods, and Merchandizes as shall be condemned to them, for lawful Prize, in their own Possession; to make Sale or dispose thereof in open Market, or otherwise, to their best Advantage, in as ample Manner as at any Time heretofore has been accustomed in Cases of Letters of Marque, or of just Prizes in Time of War; other than Wrought Silks, Bengals, and Stuffs mixed with Silk or Herba, of the Manufacture of *Persia*, *China*, or *East-India*, or Callicoos painted, dyed, printed or stained there, which are to be deposited for Exportation, according to the Directions of an Act made in the eleventh year of the Reign of the late King *William*, entituled, *An Act for the more effectual employing the Poor by encouraging the Manufactures of this Kingdom*: And that it shall be lawful for all Manner of Persons as well our Subjects as others, according to Law, to buy the said Ships, Vessels, Goods, and Merchandizes, so taken and condemned for lawful Prize, without any Damage or Molestation to ensue thereupon to the said Buyers, or any of them, by Reason of the contracting or dealing for the same.

VIII. That if any Ship or Vessel, belonging to us or our Subjects, or to our Allies or their Subjects, shall be found in Distress, by being, in Fight, set upon or taken by the Enemy, the Captain, Officers, and Company, who shall have such Letters of Marque or Commission as aforesaid, shall use their best Endeavours to give Aid and Succour to all such Ship or Ships, and shall, to the utmost of their Power, labour to free the same from the Enemy.

IX. That our Subjects, and all other Persons whatsoever, who shall either in their own Persons serve, or bear any Charge, or Adventure, or in any Sort further or set forward the said Adventure, according to these Articles, shall stand and be freed by Virtue of the said Commission; and that no Person be in any wise reputed or challenged for an Offender against our Laws, but shall be freed, under our Protection, of and from all Trouble and Vexation that might in any wise grow thereby, in the same Manner as any other our Subjects ought to be by Law, in their aiding and assisting us; either in their own Persons, or otherwise, in a lawful War against our declared Enemies.

X. That

X. That the said Commanders of such Merchant Ships and Vessels, or their Owners or Agents, before the taking out Commissions, shall give notice in Writing, subscribed with their Hands, to our High Admiral of *Great-Britain*, for the Time being, or our Commissioners for executing the Office of our High Admiral, or the Commissioners for executing that Office for the Time being, or the Lieutenant or Judge of the said High Court of Admiralty, or his Surrogate, of the Name of their Ship, and of the Tonnage and Burthen, and the Names of the Captain, Owners, or Setters out of the said Ship, with the Number of Men, and the Names of the Officers in her, and for what Time they are victualled, and also of their Ordnance, Furniture, and Ammunition, to the End the same may be registered in the said Court of Admiralty.

XI. That those Commanders of such Merchant Ships and Vessels, who shall have such Letters of Marque, or Commissions as aforesaid, shall hold and keep, and are hereby enjoined to hold and keep, a Correspondence, by all Conveniences, and upon all occasions, from Time to Time, with our High Admiral of *Great-Britain* for the Time being, or our Commissioners for executing the Office of our High Admiral, or the Commissioners for executing that Office for the Time being, or their Secretary, so as, from Time to Time, to render and give unto him or them, not only an Account or Intelligence of their Captures or Proceedings, by Virtue of such their said Letters of Marque, or Commissions, as aforesaid; but also, of whatsoever else shall occur unto them, or be discovered and declared unto them, or found out by them, by Examination of, or Conference with, any Mariners, or Passengers of or in the Ships or Vessels taken, or by any other Ways or Means whatsoever, touching or concerning the Designs of the Enemy, or any of their Fleets, Ships, Vessels, or Parties; and of the Stations, Seas, Ports, and Places, and of their Intents therein; and of what Merchant Ships or Vessels of the Enemy, bound out or home, they shall hear of; and of what else material in these Cases may arrive to their Knowledge, to the End such Course may be thereupon taken, and such Orders given, as may be requisite.

XII. That no Commander of a Merchant Ship, or Vessel, who shall have a Letter of Marque or Commission as aforesaid, shall presume, as they will answer it at their Peril, to wear any Jack, Pendant, or any other Ensign or Colour usually borne by our Ships; but that, besides the Colours borne usually by Merchant Ships, they do wear a red Jack with the Union-Jack, described in the Canton at the upper Corner thereof near the Staff; and that one third Part of the whole Company of every such Ship or Vessel so fitted out as aforesaid, shall be Land-men.

XIII. That such Commanders of Merchant Ships and Vessels who shall obtain such Letters of Marque or Commissions, as aforesaid, shall also, from Time to Time, upon due Notice being given them, observe all such other Instructions and Orders as we shall think fit to direct, for the better carrying on of this Service.

XIV. That all Persons who shall violate these Instructions shall be severely punished, and also required to make full Reparation to Persons injured, contrary to these Instructions, for all Damages they shall sustain by any Capture, Embezzlement, Demurrage, or otherwise.

XV. That before any such Letters of Marque, or Commissions, issued under Seal, Bail, with Sureties, shall be given before the Lieutenant and Judge of our High Court of Admiralty of *England*, or his Surrogate, in the Sum of three thousand Pounds Sterling, if the Ship carries above one hundred and fifty Men: and, if a lesser number, in the Sum of fifteen hundred Pounds Sterling: Which Bail shall be to the Effect, and in the Form following:

WHICH Day, Time, and place personally appeared

who submitting themselves to the Jurisdiction of the High Court of Admiralty of  
*England*

*England*, obliged themselves, their Heirs, Executors, and Administrators, to our Sovereign Lord the King, in the Sum of Pounds of lawful Money of *Great-Britain*, to this Effect; that is to say, That Whereas

is authorized by Letters of Marque, or a Commission for a private Man of War, to arm, equip, and set forth to Sea, the Ship called the Tons, whereof he the said

goeth Captain, with Men, Ordnance, Ammunition and Victuals, to set upon by Force of Arms, and to subdue, seize, and take the Men of War, Ships, and other Vessels whatsoever, together with the Goods, Monies, and Merchandizes belonging to the King of *Spain*, or to any of his Vassals and Subjects, or others inhabiting within any of his Countries, Territories, or Dominions whatsoever, and such other Ships, Vessels, and Goods as are or shall be liable to Confiscation, excepting only within the Harbours or Roads within Shot of the Cannon of Princes and States in Amity with his Majesty: And Whereas he, the said

has a Copy of certain Instructions, approved of and passed by his Majesty in Council, delivered to him to govern himself therein, as by the Tenor of the said Commission, and of the Instructions thereto relating, more at large appeareth: If, therefore, nothing be done by the said

or any of his Officers, Mariners, or Company, contrary to the true Meaning of the said Instructions, but that the Commission aforesaid, and the said Instructions, shall in all Particulars be well and duly performed and observed, as far as they shall the said Ship, Captain, and Company any Way concern; And they, or any of them, shall give full Satisfaction for any Damages or Injury which shall be done by them, or any of them, to any of his Majesty's Subjects or Allies, or Neuters, or their Subjects; And also shall duly and truly pay, or cause to be paid, to his Majesty, or the Customers or Officers appointed to receive the same for his Majesty, the usual Customs due to his Majesty, of and for all Ships and Goods, so as aforesaid taken and adjudged for Prize; And moreover, if the said

shall not take any Ship or Vessel, or any Goods and Merchandizes, belonging to the Enemy, or otherwise liable to Confiscation through Consent, or clandestinely, or by Collusion, by Virtue, Colour, or Pretence of this said Commission, that then this Bail shall be void, and of none Effect: And unless they shall so do, they do all hereby severally consent that Execution shall issue forth against them, their Heirs, Executors, and Administrators, Goods and Chattels, wherefoever the same shall be found, to the Value of the said Sum of

Pounds, before-mentioned. And in Testimony of the Truth thereof, they have hereunto subscribed their Names.

By his Majesty's Command,

HARRINGTON.

Exam. S. HILL, Register:

*An ADDITIONAL INSTRUCTION to all such as have or shall have Letters of Marque, or Commissions for private Men of War, in Pursuance of a Warrant from his Majesty, dated the seventh Day of April, 1743, directed to the Commissioners for executing the Office of Lord High Admiral of Great-Britain and Ireland, &c. and of a Warrant in Pursuance thereupon, made by the Right Honourable the Lords Commissioners for executing the Office of Lord High Admiral of Great-Britain and Ireland, &c. dated the ninth Day of April, 1743; directed to Sir Henry Penrice, Knight, Judge of the High Court of Admiralty of England.*

**T**HAT all Captains and Commanders of Ships, who have or shall have Letters of Marque, or Commissions for private Men of War, are hereby required and enjoined to observe carefully and religiously the Terms of the Treaty Marine, between his late Majesty King *CHARLES* the Second and their High

T t t

High

High Mightinesses the States General of the United *Netherlands*, concluded at *London* the first of *December*, 1674, Old Style, and confirmed by subsequent Treaties: And they are hereby required to give Security, pursuant to the Tenth Article of the aforesaid Treaty Marine, for the due Performance thereof.

Exam. SAMUEL HILL, Register.

The following are such Articles of Agreement as were commonly entered into by the Captains of Privateers, in the late War, and their Crews; which I publish as a Copy for my Readers to have Recourse to, in Cases wherein future Ruptures may render them useful, *viz.*

**A**R TICLES agreed between Captain *A. B.* Commander of the *Private Man of War*, called the *Terrible*, with *twenty Guns* mounted, carrying *nine Pound Shot*, *twenty Brass Pattereroes*, *four Mortars*, and *some Wall-Pieces*, manned with *two hundred Men*, now lying at *Church-Hole*, designed to cruize against the *French* and *Spaniards*, on the one Part; and the said Ship's Company on the other, *witnessth*:

1. That the said Captain *A. B.* for himself, and in Behalf of the Owners of the said Ship *Terrible*, shall put on board her great Guns, Swivels, Powder, Shot, and all other warlike Ammunition necessary for them; as also small Arms, and Provisions sufficient for the said Ship's Company for a six Months' Cruize at Sea, from their sailing from the *Downs*; in Consideration of which, the Owners or their Assigns shall be reimbursed, out of the first Prize or Prizes taken by the said Ship *Terrible*, before any Dividend is made thereof, the whole Charge of warlike Stores, great Guns and small Arms excepted, Victualling, Advance-Money, and the Expences the Owners are at for the Surgeon's Chest, and a Set of Musick; after which one Half of the nett Proceeds of such Prize or Prizes as shall be taken, to be for the Account of the Owners, and at the Disposition of the Managers; and the other Half of such nett Proceeds to be the sole Property of the Ship's Company; the Captain's Share of which to be 6 [*in some 8*] *per Cent.* and the Residue to be divided in the Proportions mentioned in the eleventh Article of these Presents.

2. That, for preserving Decorum on board the said private Man of War, no Man is to quit, or go out of her, on board of any other Vessel or Vessels, or on Shore, without Leave obtained of the commanding Officer on board, under the Penalty of such Punishment as shall be esteemed proper by the Captain and Officers.

3. That it shall be entirely in the Captain's Power to cruize where he shall esteem most beneficial for the Interest of the Owners and Ship's Company.

[*In some, it is to cruize where the Managers, and in others, where the Owners shall direct.*]

4. That if any Person be found a Ringleader of Mutiny, or causing a Disturbance on board, refuse to obey the Command of the Captain and Officers, behave with Cowardice, or get drunk in Time of Action, he or they shall forfeit his or their Share, to be divided amongst the Ship's Company; and be otherwise punished according to Law.

5. That all Clothes, Bedding, Watches, and Rings in wear, Buttons, Buckles, and what else is deemed small Plunder by Custom, is to be divided amongst the Ship's Company, according to their several Stations; the Captain not to interfere with them: The Cabin Utensils, in present Use, for the Commander.

6. That if any Person shall steal, or convert to his Use, any Part of the Prize or Prizes, or be found pilfering any Money or Goods, and be convicted thereof, he shall forfeit his Share to the Ship and Company.

7. The Captain has the Power of taking out of any Prize, or Prizes, whatever Stores he may judge necessary for the Ship *Terrible*, without paying for them; provided the Prize is not disabled thereby.

8. That

8. That whosoever first spies a Sail, which proves to be a Prize, shall have seven Pounds [*in some only one Guinea, in others five*] and the first Man proved to board a Prize before she strikes, shall have a Gratuity of ten Pounds [*in some ten, and in others fifteen Guineas*] for his Bravery, to be deducted out of the gross Sum of the Prize.

9. That if any private Man shall lose a Leg, Arm, or Eye, in Time of Action, or in the Ship's Service, he shall besides the Advantage of *Greenwich* Hospital, have a Gratuity of 25*l.* and in Proportion to the Officers, exclusive of Shares [*in others only 20*l.* to a private Man, 50*l.* to the Captain, 40*l.* to the first Lieutenant, and 30*l.* to each of the other Lieutenants, Master, and Surgeon*] the said Sums to be deducted out of the gross Sum of the Prize; and in Case of Mortality under Cure, the said Gratuity and Shares to be made good to their Assigns.

10. That for the further Encouragement of the said private Man of War's Company, it is agreed, that the chief Officers shall have *six Guineas*, the petty Officers and able Seamen *five Guineas*, able bodied Landmen *three Guineas*, and Boys *one Guinea*, advanced to them in the *Hope*. [*In some, the Officers and Seamen have only five Guineas and the Landmen two.*]

11. That the Half of the nett Proceeds of all Prizes, taken by the Ship *Terrible* which is appropriated to the Ship's Company be divided amongst them in the Manner following, after the Captain's 6 or 8 *per Cent.* [*as shall be agreed*] is taken thereout as above.

When the Captain has not the above-mentioned 6 or 8 *per Cent.* but divides with the Ship's Company, he commonly has 1 Share as follows, *viz.*

	Shares		Shares
The Captain	12	The Captain	2
The first Lieutenant	5 $\frac{1}{2}$ to 6	The Master at Arms	1 $\frac{1}{2}$ to 2
The second Lieutenant	4 $\frac{1}{2}$ to 6	The Armourer	1 $\frac{1}{2}$
The third Lieutenant	3 $\frac{1}{2}$ to 5	The Midshipmen, to each	1 $\frac{1}{2}$ to 2
The Master	3 $\frac{1}{2}$ to 5	The Quarter Masters, to each	1 $\frac{1}{2}$
The first Mate	3 to 4	The Quarter Gunners to each	1 $\frac{1}{2}$ to 2
The second Mate	2 to 3	The Corporal, to each	1 $\frac{1}{2}$ to 1 $\frac{1}{4}$
The Surgeon	3 $\frac{1}{2}$ to 4	The Sailmaker	1 $\frac{1}{2}$
The Surgeon's Mate	2 $\frac{1}{2}$ to 3	The Yeoman of the Powder Room	2
The Lieutenant of Marines	3 to 4	The Ship's Steward	2
The Gunner	3	The Captain's Ditto	1 $\frac{1}{2}$
The Gunner's Mates, to each	2	The Master of Languages	1 $\frac{1}{2}$
The Carpenter	3	The Captain's Clerk	2
The Carpenter's Mates, to each	2	The Ship's Cook	1 $\frac{1}{2}$ to 2
The Boatswain	3	The Captain's Ditto	1 $\frac{1}{2}$
The Boatswain's Mates, to each	2	The able Seamen, to each	1 $\frac{1}{2}$ to 1
The Purser	3	The able Landmen, to each	1 $\frac{1}{2}$
The Cooper	1 $\frac{1}{2}$ to 2	The Sea Boys, to each	1 or 1 $\frac{1}{2}$
The Mulick, to each of them	2	The Land Boys, to each	1 $\frac{1}{2}$ to 1

12. That on the Death of the Captain, the Command do devolve on the next Officer, and so on in Rotation; and, for the Encouragement of the able Seamen, and others, on the Loss of Officers, they are to be replaced out of the Ship's Company, according to their gallant Behaviour, as the Captain shall appoint.

13. That whoever deserts the said Ship *Terrible*, within the Time here-*under* mentioned, shall forfeit his Prize Money to the Owners and Company, to enable them to procure others in their Room.

14. All and every one or board does covenant and agree to serve on board the said Ship *Terrible*, the Term of six Months, beginning at the said Ship's Departure from the *Docks*.

15. And lastly, for the true Performance of all, and every the aforementioned Covenants and Agreements, each and every of the said Parties do bind themselves, their Heirs, Executors, and Administrators, in the penal Sum of *five hundred Pounds*, lawful Money of *Great-Britain*, firmly by these Presents:

4 In

8. That



In Witness whereof the said Parties to these Presents have hereunto severally set their Hands and Seals, the Day of  
in the Year of our Lord 1746, and the Twentieth Year of the Reign of our  
Sovereign Lord King George the Second.

The Wording of Ransom Bills has been various, though the Substance the same; I have therefore only added here the Form of one, which I give my Reader, both in *French* and *English*, as they are commonly printed for Privateers to carry with them.

**I** *John Stout*, Commander of the private Ship of War, called the *Succesi*, by Virtue of his Britannick Majesty's Commission, dated at *London*, the Twenty-fourth Day of *August*, 1746, to seize all Subjects and Vassals, Ships, Goods, Monies and Effects whatsoever, of the *French* King, and King of *Spain*, having taken a Ship or Vessel called the *Malbeureux* of *Nantes*, whereof *John Martel* was Commander, Burden about two Hundred Tons, bound from the said Port to *Cadiz*, under *French* Colours, laden with Wheat, in the Latitude of  
and Longitude from *London*; the said Ship and Cargo belonging to Messrs. *La Bourdonnaye & Comp.* of *Nantes*, Subjects of the *French* King, which Ship and Wheat I have agreed to ransom for one Thousand eight Hundred Pounds Sterling, to be paid in *London*, within two Months from the Date hereof, to the Order of Mr. *James Fillpurse*; In Consideration whereof, I have set the said Ship and Cargo at Liberty, to proceed for the said Port of *Cadiz*, where she shall be obliged to arrive within the Space of thirty Days from the Date hereof, after the Expiration of which Time, this Agreement shall not warrant her from being taken again by any *English* Ship of War or Privateer; for the true Payment of which Ransom, I have received as Hostage, Mr. *Thomas Lecroy*, belonging to the said Ship, who is not to be set at Liberty until the said Ransom be fully and truly paid, as abovementioned; I therefore pray and desire all Friends and Allies, to suffer the said Ship *Malbeureux*, to pass and proceed to the said Port of *Cadiz*, without any Lett or Molestation within the said covenanted Time. And I the said *John Martel*, Commander of the said Ship the *Malbeureux*, as well in my own Name, as in the Name of the aforesaid Messrs. *La Bourdonnaye & Comp.* Owners of the said Ship and Cargo, have voluntarily submitted myself to the Payment of the said Ransom of one Thousand eight Hundred Pounds Sterling, in *London*, as aforesaid; for which I have given the said Mr. *Thomas Lecroy* for Hostage, who, upon the Payment of the said Sum as agreed, shall be immediately released and set free, and at full Liberty to return to his own Country, or wheresoever he shall think proper; hereby promising not to act contrary to the Conditions of this Agreement, whereunto we have, with the said Hostage, interchangeably set our Hands, on board the said private Ship of War, this third Day of *September*, 1746.

Signed and delivered in the Presence of

A. B. E. F.  
C. D. G. H.

*John Stout*  
*John Martel*.  
*Thomas Lecroy*.

In French.

**J**E *Jean Stout*, Commandant de l'Armateur nommé le *Succesi*, en Vertu d'une Commission d'une Lettre de Marque de sa Majesté Britannique, signée à *Londres* le Vingt Quatrième Jour du Mois d'*Août*, de l'An 1746, pour prendre & saisir les Vaisseaux, Biens, & Effets des Sujets de la *France* & d' *Espagne*, ayant saisi sur, & pris, le Vaisseau nommé le *Malbeureux* de *Nantes*, sous le Commandement de Monsieur *Jean Martel*, autour du deux Cent Toneaux de Port, venant du dit Port, & destiné pour celle-la de *Cadix*, sous Pavillon *François*, chargé de Blé, dans Latitude de  
&  
Longitude de *Londres*; le dit Vaisseau & Cargaison appartenant a Messrs. *La Bourdonnaye*

*Bourdonnage & Comp. de Nantes*, Sujets du Roy Français, lequel Vaisseau & Blé je suis convenu de rançonner, moyennant la Somme de Mille & Huit Cent Livres Sterlines, qui doit être payée à Londres dans deux Mois du Date de ceci, à l'Ordre du Monf. *Jacques Fillpurse*; & en Consideration du dit Somme, j'ai relaché & remis le dit Vaisseau & Cargaïson en Liberté pour aller au dit Port de Cadix, où il sera tenu de se rendre dans le Temps & Espace de Trente Jours du Date de celle-ci, après l'Expiration du quel Temps le présent Traité ne pourra la garantir d'être arrêté & pris par aucun Vaisseau de Guerre ou Armateur. Pour Sureté de la quelle Rançon, j'ai reçu en Otage Monf. *Thomas Lecroy*, appartenant au dit Vaisseau, qui ne doit être relaché, qu'après le Payement de la dite Rançon: Donc je prie & supplie a tous Amis & Alliés de laisser passer le dit Vaisseau le *Malheureux* sûrement & librement pour aller au dit Port de Cadix, sans aucun Trouble ou Empêchement quelconque, pendant le dit Temps stipulé & convenu. Et je, le dit *Jean Martel*, Maître du dit Vaisseau le *Malheureux*, tant en mon Nom, comme en celui de les fufdits Messrs. *La Bourdonnage & Comp.* Propriétaires du dit Vaisseau & Charge, me suis volontairement soumis au Payement de la dite Rançon, de Mil & Huit Cent Livres Sterlines dans la Ville de Londres, comme fufdit; pour Sureté de laquelle j'ai donné en Otage le dit Monf. *Thomas Lecroy*, qui, immédiatement après le Payement du dit Somme convenu, sera relaché & mis en entiere & pleine Liberté de retourner dans son Pais, ou partout où il trouvera a-propos, promettant de ne point contrevenir aux Conditions du présent Traité; dont nous avons, avec le dit Otage, reciproquement signé, abord du dit Armateur, ce troisieme Jour du Septembre de 1746.

### Of Pirates, or Sea Rovers.

A PIRATE is a Sea-Thief, or an Enemy to human Kind, who aims at enriching himself by marine Robberies, committed either by Force, Fraud, or Surprize, on Merchants or other Traders at Sea; and the Histories of them are filled with the Barbarities they have committed on such Occasions, and the severe Usage they have given to those who have been so unhappy as to fall into their Hands.

They confine themselves to no Place, nor have any settled Residence, but are Rovers at large; though they generally cruize where most likely to meet with Prey, and in Parts where they have the greatest Probability of finding Supplies, and which afford the best Ports for their Safety: And as all these Circumstances unite in America, that Part of the World has been most pestered with them; and they being Enemies to all, all ought to be Enemies to them, and no Faith is to be kept with Villains who despise both the Laws of God and Man: They justly forfeit the Protection of their natural Sovereign, and any Prince hath Power to make War against and destroy them, though not Subjects to his Government.

Pirates, though called Enemies, are yet improperly termed so, as they are no Commonwealth, nor live by settled Laws, but Rules founded on Iniquity, and which they frequently break through, to the Destruction of one another: That Superiority which they assign to some among them, though necessary to their wicked Union, is oftentimes changed, as Humour and Caprice directs, and the strongest or most profligate becomes a Chief by mutual Consent; and as no Community can subsist without some Sort of Government, so these make a Shew and Profession of one; do sometimes comply with Agreements made, more especially with those who supply them with Necessaries: though this may reasonably be supposed to proceed more from the Motives of self-Preservation than from any Intention of doing Right or Justice to those iniquitous Persons who carry on such a villainous and contraband Trade: It is true, all are not equally bad; for we have heard of some who have governed with more Moderation, and not entirely shook off Humanity, as the Generality of them have; but even the best of them are offensive to the fair Trader, and, by commencing Pirates, they become obnoxious to those Laws which otherwise were made to protect them.

U u u

There

Grav. de Jure  
Belli & Pacis,  
Lib. 6.  
Cap. 20. §. 40.

There are, however, Instances where Success has made a Company of them so powerful as to induce them to settle, and form themselves into a Commonwealth: It was to this that *Algiers*, *Tripoli*, and *Tunis* owe their Establishment, and which they have supported for many Years, though they really still subsist by their quondam Profession, or what is very like it; and only observe the Treaties made with them so long as the Rabble will permit, and it suits their Convenience; yet they avoid quarrelling with all the *European* States at once, but take them by a sort of Rotation, and plunder from them what they can, one after another, for which they sometimes smart, though too seldom: However, since their becoming a State, and professing Allegiance to the *Grand Signor*, Princes have thought proper to treat with them, and to admit their Ambassadors on the same Footing as those from other Potentates, with Respect to their Immunities and Privileges.

It is undoubtedly both for the Honour and Interest of all Princes to suppress Pirates, and not suffer them by any Means to find Shelter or Refuge in any Part of their Dominions, but on the contrary to arm against them, and provide such Remedies as may restrain their Progress, which our Kings have always done, though it is dubious whether obliged thereto by the Civil or Common Law of this Kingdom.

*Id. Raym.*,  
933.

If a Master of a Ship, after making the best Defence he could, is taken by a Pirate, and for the Redemption of his Ship and Cargo willingly submits to become a Slave to his Captors, the said Ship and Cargo are, by the Law Marine, tacitly obliged to contribute to the obtaining his Freedom; but if a Pirate, by feigning himself distressed, with the usual Signals, or pretending to be stranded, leaky, or in any other Danger, shall, by these Means, allure the Master to vary his Course in order to afford his Assistance, and so he falls into the Trap the Pirate has laid for him, although he frees the Vessel and her Lading by remaining a Slave, they are no Ways obligated to contribute to his Redemption, as his Capture was occasioned by his own Folly in being so decoyed.

*Ditto*, 934.

A Ransom promised to a Pirate is not binding by the Civil Law, therefore no Wrong is created by not complying with it; and the Reason is, that the Law of Arms is not communicated to such, neither are they capable of enjoying that Privilege which lawful Enemies may challenge in the Caption of another: However, this hath its Limits; for a Pirate may have a lawful Possession, which he cannot be denied claiming at Law, if Injury or Wrong be done him, and this is in Consequence of his taking a legal Course; for by that he submits to the Magistrate, and pays Obedience to the Laws in his demanding Justice.

*Molyde Jure*  
*Mar. P. 60.*

If a Pirate attacks and takes a Merchant-Ship, and afterwards redeems her, on the Master's swearing to pay him a certain Sum, at a Time and Place agreed on, if he does not comply with his Oath, he is supposed by some not to be guilty of Perjury, as a Pirate is not a determinate but a common Enemy, and with whom they think neither Faith nor Oath is to be kept; others pretend nothing can free him from a Compliance with his Vow, as it is not Men only that are concerned in it, but God also, who is certainly no Friend to Perjury. However, with humble Submission to better Judgements, I think some Distinction ought to be made in concurring Circumstances; for suppose, either at Sea or Land, a Robber claps a Pistol to the Breast of the Person he has seized, and makes him swear to do such Things as he cannot perform without great Prejudice to himself and his Dependents, as the Payment of a Sum of Money, which may distress his Circumstances and ruin his Family; I say, in such a Case, or other similar ones, I believe no one will pronounce the Oath to be binding, which the Terrors of a threatening Enemy had forcibly drawn from him that made it.

*Rot. Adm.*  
*28 Eliz. m.*  
*24.*

An *Englishman* committing Piracy on the Subjects of any Prince or State in Amity with the Crown of *England*, is within the Statute of 28 *Hen. VIII.* and so it was held where one *Winterfon*, *Smith*, and others, had robbed a Ship of one *Maturine Guatier*, belonging to and bound from *Bordeaux*, with Wines for *England*, and the same was Felony by the *Law Marine*, and the Parties were convicted accordingly.

And so if the Subject of any other Nation or Kingdom, being in Amity with the King of *England*, commit Piracy on the Ships or Goods of the *English*, the same is Felony, and punishable by Virtue of the above Act: And it was so

adjudged,

adjudged, where one *Carlefi*, Captain of a *French Man of War*, and divers others, *Ret. Adm.* attacked four Merchant-Ships, going from the Port of *Bristol* to *Caermarthen*, and robbed them of about 1000*l.* for which he and the rest were arraigned, and found guilty of the *Piracy*. *28 Elm. m.*

But, before the 25th of *Edw. III.* if the Subjects of a foreign Nation and some *English* had combined in the committing of *Piracy*, it would have been *Treason* in the *English*, and *Felony* in the *Foreigners*; an Instance of which is quoted by *Shard*, where a *Norman*, being Commander of a Ship, had, together with some *English*, committed Robberies on the Sea, and being taken and tried, they were found guilty, the *Norman* of *Felony*, and the *English* of *Treason*, who accordingly were drawn and hanged. But at this Day, by the *Laws Marine*, they would both receive Judgement as *Felons*, without Distinction. *43 Affo. pla. tit. 25. Shard. Fid. a Hen. V. Cap. 6.*

If the Subjects of a Prince at Enmity with the Crown of *England*, shall fail aboard an *English* Pirate, with other *English*, and then a Robbery is committed by them, and they are afterwards taken, it is without doubt a *Felony* in the *English*, but not in the *Foreigners*; for they cannot be tried by Virtue of the Commission upon the Statute; for it was no *Piracy* in them, but the Depredation of an Enemy, for which they shall receive a Trial by Martial Law, and Judgement accordingly. *Mulley de Jure Mar. P. 61. S. 10.*

Piracies committed in the *British* Seas, by the Subjects of any Power in Amity with the Crown of *England*, are properly punishable by this Crown only; and if a *Spaniard* robs a *Frenchman* on the High Sea, their Princes being both then in Amity with the Crown of *England*, and the Ship is brought into a Port of this Kingdom, the *Frenchman* may proceed *Criminaliter* against the *Spaniard* to punish him, and *Civiliter* to have Restitution of his Vessel; but if the Vessel is carried *infra Præsidia* \* of that Prince by whose Subject the same was taken, there can be no Proceedings *Civiliter*, and doubted if *Criminaliter*; but the *Frenchman* must resort into the Captor's or Pirate's own Country, or where he carried the Ship, and there proceed. *Selden Mare Claus. Lib. 1. Cap. 27. Grav. de Jure Belli ac Pacis, C. 9. S. 16.*

If a *Piracy* be attempted on the Ocean, and the Pirates are overcome, the Captors may immediately punish them with Death, and not be obliged to bring them into any Port, provided this occurs in Places where no legal Judgement can be obtained. *Mulley de Jure Mar. P. 62. S. 12.*

And therefore, if a Ship should be on a Voyage to *America*, or on a Discovery Ditto. of those Parts still unknown to us, and in her Way be attacked by a Pirate, whom she fortunately overcomes, in this Case, by the *Laws Marine*, the Vessel becomes the Captor's Property, and the Pirates may be immediately executed, without the Solemnity of Condemnation.

So likewise, if a Ship be assaulted by Pirates, and in the Attempt they are subdued and taken, and carried into the next Port, if the Judge openly rejects their Trial, or the Captors cannot wait till Judgement shall be given, without certain Peril and Loss, they may do Justice on them themselves, without further Delay or Attendance. *Mulley de Jure Mar. P. 62. S. 13.*

If a Pirate at Sea attacks a Ship, and in the Engagement kills a Person in her, though he has not succeeded in taking her, the Pirates are all Principals in the Murder, if the *Common Law* hath Jurisdiction of the Cause; but by the *Law Marine* they only who gave the Wound shall be Principals, if they can be known, and the rest Accessaries; and where they have Cognizance of the Principal, the Courts at *Common Law* will send them their Accessary, if he comes before them. *Ret. Adm. 28 Eliz. m. 24.*

A *Dutchman*, naturalized by the Duke of *Savoy*, and living at *Villa Franca* in his Dominions, procured a Commission from the States of *Holland*, and coming to *Leghorn*, there rid with the Colours and Ensigns of the Duke of *Savoy*: The *English* Ship *Diamond*, being then in Port, took in her Lading, and proceeded on her Voyage, in which she was surprized and taken by that *Caper*, and carried into *Villa Franca*, and there condemned and sold; but afterwards returning to *England*, the original Proprietors, having Notice of it, made a Seizure; and upon Trial, Adjudication passed for them; for though the Ship of War and Captors were of *Savoy*, and carried their Prize thither, yet being taken by *Virtue*



Virtue of a *Dutch Commission*, according to the *Law Marine* she must be carried *infra Præsidia* of that Prince or State by Virtue of whose Commission she was taken; nor does such carrying of the Ensigns or Colours of the Duke of Savoy, who was then in Amity with the Crown of England, nor the Commander's being a Subject of that Prince, make him a Pirate, or subject him, or those to whom the Interest of the Prize was transferred, any ways to be questioned for the same *Criminaliter*; for that the Original *Qyoad*, the Taking, was lawful \*, as one Enemy might take from another; but *Civiliter*, the same might be, for that the Captor had not entitled himself to a firm Possession.

And therefore, in all Cases where a Ship is taken by Letters of *Marque* or *Piracy*, if the same is not carried *infra Præsidia* of that Prince or State by whose Subject the same was taken, the Owners are not divested of their Property, but may re-ceive wherefoever they meet with it. *Mich. 8 Jac. in B. R. Brownlowe*, 2 Part. *Weston's Case*.

*C. 2 Inst. 109.*  
*Lib. 8. Fol.*  
*32.*

If a Pirate attacks a Ship, and only takes away some of her Men, with an Intention to sell them for Slaves, this is Piracy by the *Law Marine*; and if a Bale or Pack of Merchandize be delivered to a Master to carry abroad to a certain Port, and he goes away with it to another, and there sells or disposes of it †, this is no Felony; but if he opens the Bale or Pack, and takes any thing out, *animus furandi*, this Act may amount to such a Larceny as he may be indicted for in the Admiralty, though it does not amount to a Reprisal; yet if the said Master should carry the Lading of this Ship to the Port appointed, and after re-take the whole Pack or Bale back again, this may amount to a Piracy; for he being in the Nature of a common Carrier, the Delivery had taken its Effect, and the Privy of the Bailment is determined.

*44 Edw. III.*  
*11. 1. 1. 1. 1. 1.*  
*11. 1. 1. 1. 1. 1.*  
*Rhod. de Jack.*  
*L. 2.*

In Case a Ship shall be attacked by a Pirate, and the Master for her Redemption shall give his Oath to pay a Sum certain; though there be no Taking, yet is the same Piracy by the *Law Marine*; but by the *Common Law* there must be an actual Taking, though it be but to the Value of a Penny, in the same Manner as it is in a Robbery on the Highway.

*14 Edw. III.*  
*115.*

And if a Ship shall be riding at Anchor, with Part of the Mariners in her Boat, and the rest on Shore, so that none remain in the Ship, yet if she be attacked and robbed, the same is Piracy.

*Trin. 7 Jac.*  
*in B. R.*  
*Roll. Abr.*  
*530.*  
*Moor's Rep.*  
*776.*

A Merchant has procured Letters of *Marque* or *Reprisé*, and delivered the Commission to others to endeavour a Satisfaction; if those so commissioned commit Piracy, the Vessel is certainly forfeited; but the Merchant is no ways liable to make Satisfaction; for though the Superior by the Civil Law is answerable for the Actions of his Servants, yet as this Question must be decided by the Law of Nations, in Virtue of which such Commissions are awarded or granted, the Merchant by it will be exempted from answering for the Behaviour of those he commissioned, unless it can be proved he foreknew that they would commit such a Piracy, or Spoliation, or that he had any Way abetted or consented to the same, by which the Right may be forfeited, and the Civil Law let in, to acquire Satisfaction.

If Goods are taken by a Pirate from one Ship, and he afterwards attacks another, by whom he is subdued, he thereby becomes, according to the *Law Marine*, an absolute Prize to the Captor, after a legal Condemnation. And,

*3 Bul. 28, 29;*  
*March, 110.*

By the Statute of 27 *Edw. III.* Cap. 13. if a Merchant lose his Goods at Sea by Piracy or Tempest, not being wrecked, and they afterwards come to Land, if he can make Proof they are his Goods, they shall be restored to him, in Places guildable, by the King's Officers and six Men of the Country; and in other Places, by the Lords of them, or their Officers, with six Men of the Country. If a Pirate takes Goods at Sea, and sells them, the Property is not thereby changed, no more than if a Land Thief steals, and sells them.

*Codd. 109.*  
*Barber's Case.*  
*Siguanus de*  
*Jure Rom.*  
*L. 1. C. 11.*

This Law hath a great Affinity with that of the *Roman*, called *de Usu Captivæ*, or the *Atinian Law*; as *Atinius* therein enacted, that the Plea of Prescription, or long Possession, should not avail in Things that had been stolen, but the Interest which the right Owners had should remain perpetually.

Though

\* 3 *Bulstade* 28.

† *F. Nante Cap. L. 1. S. 3. Stab. Glauvil. Lib. 10. C. 15. 13 Edward IV.*



Though it is held by the *Common Law of England*, that if a Man commit Piracy upon the Subjects of another Prince, though in League with us, and brings the Goods into *England*, and sells them in a Market *overt*, the same shall bind, and the Owners are for ever excluded; and, if they should endeavour in the Admiralty to dispute the Property in Order to Restitution, they will be prohibited.

A Ship which belonged to several Owners was sent to the *Indies* on a trading Voyage, and upon the high Sea the Mariners committed Piracy, for which, on her Return to the River *Thames*, the Admiral seized her as *Bona Pyratarum*; but the Merchants her Owners took the Sails and Tackle out of her, and there was a Decree, that the Admiral shall not have the Goods stolen from other Men, but the Owners shall have them.

It appears by the Preamble to the Statute of 28 *Hen. VIII. Cap. 15.* that this Offence was not punishable by the Common Law, but the same was determined and judged by the Admiral, after the Course of the Civil Law; but by Force of the said Act the same is enquired of, heard, and determined, according to the Course of the Common Law, as if the Offence had been committed on Land.

But by Lord *Hale*\*, the Court of *King's Bench* had certainly a concurrent Jurisdiction with the Admiralty, in Cases of Felony committed upon the *Narrow Seas*, or Coast, though it were High Sea, because within the King's Realm of *England*: But this Jurisdiction of the common Law Courts was interrupted by a special Order of the King and Council, 35 *Edw. III.* and since the 38 *Edw. III.* it does not appear that the Common Law Courts take Cognizance of Crimes committed upon the high Seas.

And for the Trial of Piracy, and to determine what Actions come under this Denomination, as also to encourage the Suppression of it, the following Acts have been made, *viz.*

All Offences of Piracy, Robbery, and Murder, done upon the Sea, or in any Haven, River, or Creek, where the Admirals pretend to have Jurisdiction, shall be inquired into, tried, heard, and determined, in such Places in this Realm, as shall be limited by the King's Commission, as if such Offences had been done upon Land; and such Commissions shall be under the great Seal, directed to the Lord Admiral, or his Lieutenant or Deputies, and other Persons named by the Lord Chancellor, to hear and determine such Offences after the common Course of Law, used for Felonies committed within the Realm.

*The remaining Sections of this Act are omitted, because the Act is amended and re-enacted 28 Hen. VIII. Cap. 15. which follows.*

All Treasons, Felonies, Robberies, Murders, and Confederacies, committed upon the Sea, or in any Haven, River, Creek, or Place, where the Admirals have, or pretend to have any Power or Jurisdiction, shall be enquired, heard, and determined in such Shires and Places in this Realm, as shall be limited by the King's Commission, as if such Offences had been committed upon Land, and such Commission shall be under the Great Seal, directed to the Admirals, &c. and to three or four such other Persons as shall be named by the Lord Chancellor, after the common Course of the Law used for Treason, Felonies, &c. committed upon Land, within this Realm.

Such Persons to whom such Commissions shall be directed, or four of them, shall have Power to inquire of such Offences by the Oaths of twelve lawful Inhabitants in the Shire limited in their Commission, as if such Offences had been committed upon Land within the Shire; and every Indictment found before such Commissioners, of any Treasons, Felonies, or other such Offences committed upon the Seas, or in any Haven, River, or Creek, shall be good in Law; and such Process, Judgement, and Execution, shall be had against every Person so indicted, as for Treason, Felony, or other such Offences done upon Land; and the Trial of such Offences shall be by twelve Men, inhabiting in the Shire limited within such Commission, and no Challenge to be had for the Hundred; and such as shall be convicted of any such Offences shall suffer such Pains of Death, Losses of Land and Goods, as if they had been convicted of the same Offences done upon Land.

\* Hist. Pl. Cr. Vol. II. P. 14, 15.

Though

13 Edward IV.

2<sup>d</sup> Hen. VIII. C. 15. §. 3<sup>d</sup>. For Treason, Robberies, Felonies, Murders, and Confederacies, done upon the Sea, or in any Place above rehearsed, the Offenders shall not have Benefit of Clergy.

§. 4. This Act shall not extend to any Person for taking any Victuals, Cables, Ropes, Anchors, or Sails, which such Person, compelled by Necessity, taketh of any Ship which may spare the same so the Person pay for the same, Money or Money-worth, or deliver a Bill obligatory to be paid, if the taking be on this Side the Straits of *Marrock*, to be paid within four Months; and if it be beyond the said Straits, to be paid within twelve Months; and that the Makers of such Bills pay the same at the Day limited.

§. 5. When any such Commission shall be directed to any Place within the Jurisdiction of the five Ports, such Commission shall be directed to the Lord Warden of the Ports, or his Deputy, and three or four such other Persons as the Lord Chancellor shall name.

§. 6. Whenever any Commission shall be directed unto the five Ports, for the Inquisition and Trial of any of the Offences expressed in this Act, such Inquisition and Trial shall be had by the Inhabitants in the five Ports, or the Members of the same.

11 and 12 Will. III. C. 7. §. 1. It is ordained that all the Piracies, Felonies, and Robberies, committed upon the Sea, or in any Haven, River, Creek, or Place, where the Admirals have Power or Jurisdiction, may be tried at Sea, or upon the Land, in any of his Majesty's Islands, Plantations, Colonies, &c. appointed for that Purpose by Commission under the great Seal of *England*, or the Seal of the Admiralty, directed to such Commissioners as his Majesty shall think fit, who may commit such Offenders, and call a Court of Admiralty thereupon, to consist of seven Persons at the least.

§. 3. §. 4. And for Want of seven, then any three of the Commissioners may call others, as therein is mentioned\*, and the Persons so assembled may proceed, according to the Course of the Admiralty, to issue out Warrants for bringing Persons accused of Piracy or Robbery before them to be tried, and to summon Witnesses, and take Examinations, and do all Things necessary for the Hearing and final Determination of any Case of Piracy, &c. and to give Sentence of Death, and award Execution of the Offenders, who shall thereupon suffer Loss of Lands, Goods, and Chattels.

§. 5. So soon as any Court shall be assembled, the King's Commission shall be read, and the Court shall be proclaimed, and then the President of the Court shall take the following Oath, viz.

*I A. B. do swear in the Presence of Almighty God, that I will truly and impartially try and adjudge the Prisoner or Prisoners, which shall be brought upon his or their Trials before this Court, and honestly and duly on my Part, put his Majesty's Commission for the trying of them in Execution, according to the best of my Skill and Knowledge; and that I have no Interest, directly or indirectly, in any Ship or Goods, for the piratically taking of which any Person stands accused, and is now to be tried.— So help me God.*

And he having taken this Oath, shall administer the same to every Person, who shall sit and have Voice in the Court, and thereupon the Prisoners shall be brought before them; and then the Register shall read the Articles against such Prisoners, wherein shall be set forth the particular Facts of Piracy, Robbery, and Felony, with the Time and Place, and in what Manner it was committed; and each Prisoner shall be asked, whether he be guilty or not guilty; whereupon he shall immediately plead *guilty or not guilty*, or else it shall be taken as confessed; and if any Prisoner shall plead not guilty, Witnesses shall be produced by the Register, and sworn and examined in the Prisoner's Presence; and after a Witness has answered all the Questions proposed by the President, and given his Evidence, it shall be lawful for the Prisoner to have the Witness cross-examined, declaring to the Court what Questions he would have asked, and the President or the Court shall interrogate the Witness accordingly; and every Prisoner

Prisoner shall have Liberty to bring Witnesses for his Defence, who shall be sworn and examined, and afterwards the Prisoner shall be heard for himself; which being done, the Prisoner shall be taken away, and all other Persons, except the Register, shall withdraw; and the Court shall consider of the Evidence; and the President shall collect the Votes of the Court, beginning at the Junior, and ending with himself; and, according to Plurality of Voices, Sentence shall be given, and pronounced publickly in the Presence of the Prisoner, being called in again; and, according to such Sentence, the Persons attainted shall be put to Death, in such Manner, and in such Place upon the Sea, or within the Ebbing or Flowing thereof, as the President, or the major Part of the Court, by Warrant directed to a Provost-Marshal, which they shall have Power to constitute, shall appoint.

Some Publick Notary shall be Register of the Court; and in case of his Absence, Death, or Incapacity, or for Want of a Person so qualified, the President shall appoint a Register, giving him an Oath, duly, faithfully, and impartially to execute his Office; which Register shall prepare all Warrants and Articles, and provide all Things requisite for any Trial, according to the substantial and essential Parts of Proceeding in a Court of Admiralty in the most summary Way; and shall make Minutes of the Proceedings, and enter them in a Book, and shall transmit the same, with the Copies of all Articles and Judgements, unto the High Court of Admiralty of England.

If any of his Majesty's Ships shall commit Piracy or Robbery, or any Act of Hostility, against others his Majesty's Subjects upon the Sea, under Colour of any Commission from any foreign State, or Authority from any Person whatsoever, such Offenders, and every of them, shall be adjudged Pirates, Felons, and Robbers; and being convicted, according to this Act, or 28 Hen. VIII. Cap. 15. shall suffer Pains of Death, and Loss of Lands and Goods.

If a Commander of a Ship, or any Mariner, shall, in any Place where the Admiral hath Jurisdiction, betray his Trust, and turn Pirate, Enemy, or Rebel, and piratically and feloniously run away with the Ship, or any Boat, Ordnance, Ammunition, or Goods, or yield them up voluntarily to any Pirate, or shall bring any seducing Messages from any Pirate, Enemy, or Rebel; or consult, or confederate with, or attempt to corrupt any Commander, Officer, or Mariner, to yield up or run away with any Ship or Goods, or turn Pirate, or go over to Pirates; or if any Person shall lay violent Hands on his Commander, to hinder him from fighting in Defence of his Ship and Goods, or confine his Master, or endeavour to make a Revolt in the Ship, he shall be adjudged a Pirate, Felon, and Robber, and being convicted, according to this Act, shall suffer Death, and Loss of Lands and Goods.

All Persons who shall, either on Land or upon the Seas, knowingly set forth any Pirate, or assist or maintain, procure, command, counsel, or advise any Person to commit any Piracies or Robberies upon the Seas, and such Person shall thereupon commit any such Piracy or Robbery, all such Persons shall be adjudged accessory to such Piracy and Robbery; and after any Piracy or Robbery committed, every Person who, knowing that such Pirate or Robber has committed such Robbery, shall, on the Land or upon the Sea, receive, entertain, or conceal any such Pirate or Robber, or receive any Ship or Goods by such Pirate or Robber, piratically and feloniously taken, shall be adjudged accessory to such Piracy and Robbery; and all such Accessories may be enquired of, heard, and determined, after the common Course of the Law, according to the Statute 28 Hen. VIII. Cap. 15. as the Principals of such Piracies and Robberies ought to be; and, being attainted, shall suffer Death, and Loss of Lands and Goods.

When an English Ship shall have been defended by Fight against Pirates, and any of the Officers or Seamen are killed or wounded, the Judge of the Admiralty, or his Surrogate in London, or the Mayor, or chief Officer in the Out-Ports, assisted by four substantial Merchants, may, by Process out of the said Court, levy upon the Owners of such Ships, &c. a Sum not exceeding 2*l.* per Hundred, of the Value of the Freight, Ship, and Goods, so defended, to be

be distributed among the Officers and Seamen of the said Ships, or Widows and Children of the slain.

<sup>11 and 12</sup>  
<sup>Will. III. C.</sup>  
<sup>7. S. 11.</sup> A Reward of 10*l.* for every Vessel of a Hundred Tons or under, and 15*l.* for every one of a greater Burthen, shall be paid by the Captain, Commander, or Master, to the first Discoverer of any Combination for running away with or destroying any such Ship, at the Port where the Wages are to be paid.

S. 12. This Act shall be in Force for seven Years, &c. *Made perpetual* 6 Geo. I. Cap. 19.

S. 13. The Commissioners appointed by 28 Hen. VIII. Cap. 15. or by this Act, shall have the sole Power of hearing and determining the said Crimes, within all the Plantations in *America*, governed by Proprietors, or under Charter from the Crown, and shall issue their Warrants for apprehending any Pirates, &c. within any of the said Plantations, in order to their being brought to Trial within the same, or any other Plantation in *America*, or sent into *England*; and all Governors, &c. in the Plantations, governed by Proprietors, or under Charters, shall assist the Commissioners and Officers, and deliver up the Pirates, &c. in order to their being tried, or sent into *England*.

S. 14. If any of the Governors in the Plantations shall refuse to yield Obedience to this Act, such Refusal is declared to be a Forfeiture of all Charters granted for the Government or Propriety of such Plantation.

S. 15. When any Commission, for the Trial and Punishment of the Offences aforesaid, shall be directed to any Place within the Jurisdiction of the Cinque Ports, such Commission shall be directed to the Lord Warden, &c.

S. 16. All Officers or Sailors, who shall desert the Ships wherein they are hired to serve for that Voyage, shall forfeit all Wages due to them.

S. 17. In Case any Master of a Merchant-Ship shall, during his being abroad, force any Man on Shore, or wilfully leave him behind in any of his Majesty's Plantations, or elsewhere, or shall refuse to bring home with him all such of the Men which he carried out, as are in a Condition to return, such Master shall suffer three Months' Imprisonment.

<sup>4 Geo. I.</sup>  
<sup>C. 11. S. 7.</sup> All Persons who shall commit any Offences for which they ought to be adjudged Pirates, by the Act 11 and 12 Will. III. Cap. 7. may be tried as by the Act 28 Hen. VIII. Cap. 15. and shall be debarred from the Benefit of Clergy. Nothing in this Act to extend to *Scotland*.

<sup>8 Geo. I.</sup>  
<sup>C. 24. S. 1.</sup> By 8 Geo. I. Cap. 24. S. 1. if any Commander of a Ship, or other Person, shall trade with any Pirate, or shall furnish any Pirate, Felon, or Robber, upon the Seas, with Ammunition, Provision, or Stores, or shall fit out any Ship knowingly, and with a Design to trade or correspond with any Pirate, &c. upon the Seas; or if any Person shall consult, combine, or correspond with any Pirate, &c. knowing him to be guilty of any Piracy, Felony, and Robbery, such Offender shall be adjudged guilty of Piracy, &c. and shall be tried according to the Statute 28 Hen. VIII. Cap. 18. and 11 and 12 Will. III. Cap. 7. and, being convicted, shall suffer Death, and Loss of Lands and Goods; and if any Person belonging to any Ship, upon meeting any Merchant-Ship on the High Seas, or in any Port, Haven, or Creek, shall forcibly board or enter such Ship, and, though they do not seize and carry her off, shall throw over-board or destroy any of the Goods, they shall be punished as Pirates.

S. 2. Every Ship fitted out with a Design to trade or correspond with any Pirate, and all the Merchandizes put on board the same with an Intent to trade with any Pirate, shall be forfeited, one Moiety to the King, and the other to the Informer, to be recovered in the High Court of Admiralty.

S. 3. All Persons declared Accessories, by 11 and 12 Will. III. to any Piracy, are by this Act declared principal Pirates.

S. 4. Any Offender convicted of any Piracy, &c. by Virtue of this Act, shall not have Benefit of Clergy.

S. 5. And to encourage Seamen and Mariners to defend their Ships from Pirates, the said Act ordains, that in Case any Mariner, on board any Merchant-Ship, shall be maimed in Fight against any Pirate, upon due Proof thereof, he shall not only have and receive the Rewards appointed by 22 and 23 Ch. II. Cap. 11.

but



but shall be provided for in *Greenwich Hospital*, preferable to any other Seaman who is disabled from Service by Age.

Also, in order to encourage the Defence of Merchant-Vessels against Pirates, the Commanders or Seamen wounded, and the Widows of such Seamen as are slain, in any piratical Engagement, shall be entitled to a *Pounty* to be divided among them, not exceeding one Fiftieth Part of the Value of the Cargo on board. *Blackstone's Comment.* Vol. IV.

Lord Mansfield said, in the Case of *Goss and Withers*, that in *Spain, Venice, and England*, the Goods go to the Captors of a Pirate, against the Owners, as there can be no Condemnation to entitle the Pirate, and this is agreeable to *Grotius de Jur. Bell.* and to *Locennius de Jur. Marit.*

However, by the Marine Ordinance of *France* in 1681, the Ships and Effects of their Subjects, or of their Allies, retaken from Pirates, and reclaimed within a Year and a Day from the Declaration which shall be made of them at the Admiralty, shall be restored to the Proprietors, on paying one third of the Value of the Ships and Goods, for Charges of the Recapture. This Ordinance is accounted, by the *French* Writers, a great Instance of their national Generosity. But the Stipulations in Treaties of Commerce and Navigation between *England* and other powers go still farther, and therefore shall be recited in this place.

"For the greater Freedom of Commerce and Navigation, it is agreed and concluded, that the King of GREAT-BRITAIN and the STATES GENERAL, shall not receive into their Havens, Cities, and Towns, nor suffer that any of the Subjects of either Party do receive Pirates or Sea Rovers, or afford them any Entertainment, Assistance, or Provision, but shall endeavour that the said Pirates and Sea Rovers, or their Partners, Sharers, and Abettors, be found out, apprehended, and suffer condign Punishment, for the Terror of others: And all the Ships, Goods, and Commodities piratically taken by them, and brought into the Ports of either Party which can be found; nay, although they be sold, shall be restored to the right Owners, or Satisfaction shall be given either to the Owners, or to those who by Letters of Attorney shall challenge the same, provided the Right of their Property be made to appear in the Court of Admiralty by due Proofs according to Law. *Treaty with Holland 1667.* It was the Violation of this Treaty on the Part of the *Dutch* which contributed to the Rupture between *Great-Britain* and *Holland*, at the Close of the Year 1780. The Regency of *Amsterdam* had not only protected, but given every Aid in their Power to *Paul Jones*, a Native of *Great-Britain*, who, under a Commission granted to him by the Rebel Subjects of the King of *Great-Britain* in *America*, engaged and took his Majesty's Frigate the *Serapis*, a Sloop called the *Countess of Scarborough*, and two or three *British* Merchant-Ships, all of which he carried to the *Texel*, and sold the Merchant Vessels and their Cargoes, himself appearing publicly on the Exchange of *Amsterdam*, where he was caressed by the Merchants, and the Magistrates supplied *Jones* with Provisions, Ammunition, &c. for refitting and putting to Sea, notwithstanding the repeated Remonstrances of Sir *Joseph Yorke*, the *British* Minister at the *Hague*, who demanded Restitution of the King's Ships, and the Seizure of *Paul Jones* the Pirate."

If any Commander, or other Officer, or Seaman of a Merchant Ship, that carries Guns and Arms, shall not fight and endeavour to defend themselves when attacked by a Pirate, or shall utter any Words to discourage the other Mariners from defending the Ship, by which Means she is taken by the Pirate, in such Case, the said Commander, &c. shall forfeit all the Wages due to him or them, to the Owner of the Ship, and suffer six Months' Imprisonment. 8. 6.

No Master, or Owner of any Merchant Ship, shall pay to any Seaman beyond 8. 7. the Seas, any Money or Effects on Account of Wages, exceeding one Moiety of the Wages due at the Time of such Payment, till such Ship shall return to *Great-Britain, Ireland*, or the Plantations, or to some other of his Majesty's Dominions whereto they belong, on Forfeiture of double the Money so paid, &c.



8 Geo. I. Cap. 10. This Act shall extend to all his Majesty's Dominions in *Asia, Africa, or America*, and shall be a publick Act, and shall continue seven Years, &c. made perpetual 2 Geo. II. Cap. 28.

Edw. 3. Inf. Tit. Admir. The Act 11 and 12 Will. III. Ch. 7. does not alter the Offence, or make the Offence Felony, but leaves it as it was before this Act, viz. Felony only by the Civil Law, but giveth a Mean of Tryal by the Common Law, and inflicteth Pains of Death, as if they had been attainted of any Felony done upon the Land.

The Indictment must mention the same to be done on the high Sea.

2 Geo. II. Ch. 21. If any Person be feloniously stricken or poisoned upon the Sea, or at any Place out of England, and dies in England, or stricken or poisoned in England, and dies on the Sea, or out of England, the Fact is triable in any Country, according to the Course of the Common Law, except Challenges for the Hundred.

Marr 756. Dy. 308. A Pardon of all Felonies does not extend to Piracy, but the same ought especially to be named; and though there be a Forfeiture of Lands and Goods, yet there is no Corruption of Blood, nor can there be an Accessary of this Offence tried by Virtue of this Statute, but if there be an Accessary upon the Sea to a Piracy, he must be tried by Civil Law.

Ditto, P. 71. S. 16. Vide 14 Jac. in B. R. Marr 756. Plac. 1044. 3 Inf. 111. 1. Inf. 391. The Statute of 35 Hen. VIII. Cap. 2. taketh not away the Statute for Treasons done upon the Sea, nor is Clergy allowable to the Party on the Statute 28 Hen. VIII.

Though a Port be *Locus Publicus uti Pars Oceani*, yet it has been resolved more than once, with Respect to all Ports, that not only the Town, but the Water is *infra Corpus Comitatus*.

Molloy de Jure Mar. P. 71. S. 57. If a Pirate enters into a Port or Haven of this Kingdom, and assaults and robs a Merchant Ship at Anchor there, this is not Piracy, because the same is not done *super altum mare*, upon the high Sea, but a downright Robbery at Common Law, for that the Act is *infra Corpus Comitatus*, and was inquirable and punishable by the Common Law before the Statute of 28 Hen. VIII. Cap. 15. An Instance of which was in *Hide & Al.* who robbed the Ship of one Capt. *Shue* of some Merchandize, appertaining to Mr. *Moss*, a Merchant in London, and for which they were indicted at the Common Law, and found guilty, Anno 22 Car. II. at the Old-Bailey.

18 Geo. II. P. 639. P. 660. By the recited Act of 11 Will. III. it is, amongst other Things, enacted, That all Piracies and Robberies committed on the Sea, or in any Haven or Place, where the Admirals have Power or Jurisdiction, may be examined and adjudged, according to the Directions of the Act, in any Place at Sea or Land, to be appointed by the King's Commission, And also, that if any of his Majesty's natural-born Subjects, or Denizens of this Kingdom, shall commit any Piracy or Robbery, or Act of Hostility, against others of his Majesty's Subjects on Sea, under Colour of Commission from any foreign Prince or State, or Pretence of Authority from any Person, they shall be deemed Pirates, Felons, and Robbers, and being convicted according to the said Act, or of 28 Hen. VIII. therein recited, shall suffer such Pains of Death, &c. as Pirates, &c. ought to have and suffer: And whereas, during the War with France and Spain, divers Subjects have entered into the Service of his Majesty's Enemies, on board Privateers, or other Ships, having Commissions from the Crowns of France and Spain, and committed Hostilities against his Majesty's Subjects on the Seas, in the West-Indies, &c. and as Doubts have arisen whether, as such Offenders have been guilty of High Treason, they can be guilty of Felony within the Intent of the said Act, and as such be tried by the Court of Admiralty thereby appointed; to put an End to the said Doubts, therefore, It is enacted, That all Persons, being natural-born Subjects or Denizens of his Majesty, who, during the present or any future Wars have committed, or shall commit, any Hostilities on the Sea, or in any Haven, River, Creek, or Place where the Admirals have Power of Jurisdiction, may be tried as Pirates, Felons, and Robbers, in the said Court of Admiralty, on Ship-board, or on Land, as Persons guilty of Piracy, &c. are by the said Act directed to be tried; and being convicted thereof, shall suffer such Pains of Death, Loss of Lands, Goods, and Chattels, as other Pirates, &c. by the said Act of 11 Will. III. or any other Act, ought to suffer.

P. 661.

Any Person who shall be tried and acquitted, or convicted according to this Act, for any of the said Crimes, shall not be tried again for the same Fact, as High Treason.

Nothing in this Act shall extend to prevent any Persons, guilty of any of the said Crimes, who shall not be tried according to this Act, from being tried for High Treason within this Realm, according to the aforesaid Act of 28 Hen. VIII.

If such a Robbery be made in a *Creek* or *Port*, in such Cases, it has by some been conceived that *Clergy* is allowable, upon the Statute of 28 Hen. VIII. but if it be done *super altum Mare*, there is no such Allowance, as was ruled by the Opinion of Sir *Lyonel Jenkins*, and the rest of the Judges, upon the Piracy committed by *Cusack* and others, who were executed *Anno* 1674. And if the Robbery be committed on great Rivers, within the Realm, esteemed always as common Highways, there it has formerly been doubted, whether the Benefit of *Clergy* ought to be granted; however it was seemingly settled by the Judges in the aforesaid Case of *Hide*, and was confirmed by the following Act, *viz.*

Divers wicked and evil-disposed Persons, being encouraged to commit Robberies and Theft upon navigable Rivers, &c. by the Privilege, as the Law now is, of being admitted to the Benefit of their *Clergy*, for the more effectual preventing such Felonies for the future, It is enacted, That all Persons, who shall at any Time, from and after the 24th of June, 1751, feloniously steal any Goods or Merchandize, of the Value of 40s. in any Ship, Barge, Lighter, Boat, or other Vessel or Craft, upon any navigable River, or in any Port of Entry or Discharge, or in any Creek belonging thereto, or from off any Wharf or Quay adjacent to any navigable River, Port of Entry or Discharge, within Great Britain, or shall be present and assisting in committing any of the said Offences, being thereof convicted or attainted, or being indicted, shall of Malice stand mute, or will not directly answer to the Indictment, or shall peremptorily challenge above twenty Persons returned to be of the Jury, shall be excluded from the Benefit of *Clergy*.

One *Cobbam* was arraigned in *Southwark*, before the Commissioners of Oyer and Terminer, for a Piracy and Robbery committed on a *Spaniard*, and refusing to plead, it was moved by the Attorney-General, whether he ought not in this Case to have the *Peine forte & dure*, and it was the Opinion of the Court he should from the Words, and reasonable Intendment of the Statute 28 Hen. VIII. C. 15. and Judgement was given accordingly.

If a Man is taken on Suspicion of Piracy, and a Bill is preferred against him, and the Jury find *Is noramus*, and the Court of Admiralty will not discharge him, that of the King's Bench will grant a *Habeas Corpus*, and if there be good Cause, discharge him, or at least admit him to Bail; but if the Court suspects that the Party is guilty, perhaps they may remand him; and therefore in all cases, where the Admiralty legally have an original or a concurrent Jurisdiction, the Courts above will be well informed before they will meddle or interfere.

Aiding or assisting the Escape of a Man in Custody for Piracy, though the Matter is an Offence at Land, yet the Admiralty having Jurisdiction to punish the Principal, has likewise Power to punish such an Offender, who is looked upon *quasi* an Accessary to the Piracy; but on rescuing a Prisoner from an Officer of their's, they may examine the Cause, but they cannot proceed criminally against the Offender.

The Exemplification of the Sentence of the Court of Admiralty, under their Seal, is conclusive Evidence in a Court of Common Law.

And although the Statute of 28 Hen. VIII. C. 15. does not alter the Offence, or make it Felony, but leaves it as it was before that Statute, *viz.* Felony only by the Civil Law, and gives a Mean of Trial by the Common Law, and inflicted such Pains of Death, as if they had been attainted of any Felony; yet it was resolved by \* all the Judges and the Rest of the Commissioners then present, that his Majesty having granted Letters of Reprisal † to Sir *Edmund Turner* and *George Carew*, against the Subjects of the *States General* of the *United Provinces* which

\* *3d. Admir. Feb. 10, 1680. Case of Compton Guittie, &c.*

† Mentioned P. 224.

which Grant was afterwards called in by Proclamation, then notified in the Treaty of *Breda*, and finally suppressed under the Great Seal; that several having put in Execution the said Commission, under a Deputation from *Carew* only, without *Turner*, were indicted for Piracy, though they were acquitted, as it was decreed that the same was not a felonious and a piratical Spoliation in them, but a Capture in Order to an Adjudication; and though the Authority they acted under was deficient, yet not being done by the Captain and his Mariners, *Animo depredandi*, it could by no Means be made Piracy.

It has been customary to grant Commissions to the Commanders of Ships bound to the *East-Indies*, for the seizing of Pirates, and as I find they have always been to the same Purpose, though sometimes variously worded, I shall add the Copy of one of them taken from the Original.

#### ANNE, R.

"*ANNE*, by the Grace of God, Queen of *England, Scotland, France*, and *Ireland*, Defender of the Faith, &c. to our trusty and well-beloved *A. B.* Commander of the Ship *Triton*, Burthen four Hundred and twenty Tons, thirty Guns, and seventy Men, or to any other the Commander of the same for the Time being, GREETING; Whereas, we are informed there are several Pirates and Sea Rovers, which do infest the Seas of *India*, whither you are now going, We have therefore thought fit to authorise and empower, and accordingly do by these Presents authorise and empower you, to apprehend, seize, and secure the Persons of any such Pirates, Free-Booters, and Sea Rovers, being either our own Subjects, or of other Nations associated with them, as you shall meet with in any of the Ports or Places, or upon any of the Coasts or Seas of *India*, or in any other Seas whatsoever, together with their Ships and Vessels, and all such Merchandize, Money, Goods, and Wares, as shall be found on board, or with them, in Case they shall willingly yield themselves; but if they will not submit without fighting, then you are by Force to compel them to yield: And we do also require you to bring, or cause to be brought, such Pirates, Free-Booters, and Sea Rovers, as you shall seize or take, to a legal Trial, to the End they may be proceeded against with the utmost Severity of Law. And we do hereby enjoin you to keep an exact Journal of your Proceedings in the Execution of the Premises, and therein set down the Names of such Pirates, and of their Officers and Company, and the Names of such Ships and Vessels, as you shall, by Virtue of these Presents, seize and take, and the Quantities and Qualities of all Arms, Ammunition, Provision, and Lading of such Ships and Vessels, and the true Value of the same as near as you can judge, and also to secure and take Care of all Bills of Lading, Invoice, Cockets, Charter-Parties, and all other Papers and Writings, of what Kind soever, as shall be found on board such Ships and Vessels; and we do hereby strictly charge and command you, as you will answer the same at your utmost Peril, that you do not in any Manner offend or molest any of our Subjects, or the Subjects of our Friends and Allies, their Ships or Goods, by Colour or Pretence of these Presents, or the Authority hereby granted. In Witness whereof, We have caused our great Seal of *England* to be affixed to these Presents. Given at our Court at *St. James's* the thirteenth Day of *October*, 1704, in the third Year of our Reign."

10 Rep. 109.  
Dyer 360.  
Fent. Cent.  
325.

In the Admiral's Patent, he has granted to him *Bona Piratarum*; the proper Goods of Pirates only pass by this Grant, and not piratical Goods. So it is of a Grant *de Bonis Felonum*, the Grantee shall not have Goods stolen, but the true and rightful Owner: But the King shall have the Piratical Goods, if the Owner be not known.

When a Pirate is condemned and executed, he is commonly hung in Chains on a Gibbet fixed by the River Side, as an Object to deter others from following such Courses which might, sooner or later, bring them to the same unhappy End.

During the War, commenced in 1756, several Persons, Masters of Privateers, were executed for Piracy; the Facts were, that Neutral Ships, *Dutch* and

were stripped in the *English* Channel by small Privateers, and plundered, sometimes by the Masters and People of the Privateer disguised, at other Times more openly. This occasioned the new Act concerning Privateers, inserted under that Article.

### Of Convoys and Cruizers.

THE Word CONVOY, in a mercantile Sense, means a Fleet, or any Number of Merchant-Vessels sailing together to a particular Place of Destination under Protection. And the Protection granted to them by the Marine Department of the State to which they belong, consisting of one or more Ships of War, is likewise called a CONVOY.

THE KING OF GREAT-BRITAIN in Time of War grants Convoys for the Protection of his Subjects carrying on their Commerce on the Ocean, upon Application being made by the Merchants to the Commissioners for executing the Office of Lord High Admiral, who appoint such a Force as they think proportioned to the Danger they are likely to encounter from the Enemy on their Voyages; and, even in Times of Peace, Convoys are ordered by the Government to guard and defend our trading Vessels from the Assaults of Pirates, or Encroachers on our Commerce, more especially in our Fisheries, and other Parts of the *West-Indies*; where they may be exposed to such Attacks by commercial Intruders. The sailing of all Convoys is publicly advertised, and the Days fixed for their Departure, that Ships may get to the Rendezvous, or destined Places, from whence they are to set Sail by the Times appointed, and there receive Orders from the commanding Officer relative to their future Proceedings, which the Masters must take Care punctually to observe, otherwise they alone will be answerable for any Loss or Misfortune that may happen through such Neglect.

In *France* and other Countries, Masters disobeying the Orders of the Commanders of Convoys, or departing from their Convoy, are punished by Fine and Imprisonment, besides being responsible with their Property to their Owners for the Losses that may ensue by such Conduct. In *England*, they are only liable to a civil Action for Damages, to indemnify the Owners and Merchants, for the Ships and Cargoes captured by their wilful Disobedience; but the Difficulties that arise in determining when the Masters have made the Insurance void are almost innumerable; and fall properly under the Head of Insurances, of which hereafter. If the Fault lies on the Commodore, he is made punishable by the subsequent Law, *viz.*

The Captains, Officers, and Seamen, of all Ships appointed for Convoy of Merchant Ships or others, shall diligently attend upon that Charge, without Delay, according to their Instructions; and whosoever shall be faulty therein, and shall not faithfully defend the Ships and Goods in their Convoy, or shall demand any Money, or Reward, from any Merchant or Master for convoying of such Ships belonging to his Majesty's Subjects, shall be condemned to make Reparation of the Damage, as the Court of Admiralty shall adjudge, and also be punished criminally by Pains of Death, or other Punishment, as shall be adjudged by the Court-Martial.

Confirmed by 22 Geo. II. c. 693. Art. 17.

By the Treaty with *Holland* in 1667, it is stipulated, that the Men of War or Convoys of either Nation, meeting or overtaking at Sea any Merchant-Ship or Ships belonging to the Subjects or Inhabitants of the other, holding the same Course, or going the same Way, shall be bound, as long as they keep one Course together, to protect and defend them against all and every one who would set upon them.

CRUIZERS are commonly the best sailing Ships, appointed by the Admiralty to cruise in some certain Latitudes, in order to meet with, and apprehend, or destroy the Enemy; they are generally of the smallest Rates, and must by no Means leave their Stations during the Time limited, except forced thereto by some Damage received, or by Strefs of Weather. By the 6 Ann. Cap. 13. it



was *enacted*, that beside the Line of Battle Ships, forty-three others should be employed as Cruizers and Convoys for the better Preservation of trading Vessels; *four* of which were to be Third Rates; *sixteen* Fourth Rates, and the Rest of sufficient Force to guard our Commerce; they were to attend, as before-mentioned, in certain Stations, and the Commissioners of the Admiralty may direct those of the Navy, or some one or more Persons, resident at such Places as his Majesty shall appoint, to superintend and oversee every Thing relating to those Cruizers.

Several subsequent Acts have confirmed the above, and increased the Number of Cruizers as Necessity has required, to the no small Security of our Maritime Interest.

Having now described the different Modes of attacking an Enemy at Sea under proper Authority, it follows in Order, that we should treat of the Consequence of Success, under the Articles

### Of Captures, Condemnations, and Appeals.

**I** Have already had Occasion to mention several Circumstances concerning *Prizes*, under the preceding Article of Letters of Marque, &c. however, shall add a few more here, and begin with the Distinctions made concerning them, which are of three Sorts, *viz.*

1. Ships and Goods taken by Letters of Marque, and by *Jus Reprisaliarum*.
2. Those taken from Pirates or Sea Rovers; and
3. Those taken from professed Enemies.

*Milley P.*  
*180. S. 17.*

The first, as has been before-mentioned, belong entirely to the Captors, after a legal Condemnation, as the second does after an Account thereof is given to the Admiral, and the third were to be proceeded in, according to the Power which authorised the Capture.

*9 Ann.*  
*Cap. 2. S. 31.*

It has been also granted to Companies, to appropriate the Prizes made in Consequence of an Infringement of their Charters; as to the *East-India*\*, who have a Right to all Ships, &c. trading within their Limits, for which they may sue in any of the Courts at *Westminster*; as that of the *South Sea* may, though their Grant is yet more ample, *viz.* The Company shall have all Ships and Goods which shall be taken as Prize, by the Ships employed or licensed by it, within their Limits, or by such Ships of her Majesty, as she shall allow for Defense of the Trade, without any Account, save only that the Officers and Seamen on board the said Ships of her Majesty, which shall be assisting to the taking any such Ships or Goods as Prize, shall have such Share thereof as her Majesty shall direct by the Charter of Incorporation; and it shall be lawful for the Company and their Servants, and other Persons employed and licensed by them, to seize by Force of Arms, the Persons, Ships, Goods, or Effects, of any of the Subjects of her Majesty, who shall frequent, trade, or adventure into the *South Seas*, or other the Limits aforesaid, and to detain, to the Use of the Company, the Ships, Goods, and Effects, so seized, and to send into *Great-Britain* the Persons of such of the Subjects of her Majesty as shall be so seized, in Order to their being prosecuted according to Law.

*13 Geo. II.*  
*P. 133.*  
*Sec. F. 230,*  
*231.*

It has been observed in a preceding Part of this Work, that no Prize can be disposed of, nor any of her Cargo touched, till after a legal Condemnation in the Court of Admiralty here, or elsewhere; and that no Delays be made in the Process, it is *enacted*, that the Judge of such Court shall, if requested thereto, finish within five Days, &c.

**APPEALS** from the Vice-Admiralty Courts in *America*, and our other Plantations and Settlements, may be brought before the Court of Admiralty in *England*, as being a Branch of the Lord High Admiral's Jurisdiction, though they may also be brought before the King in Council. But in Cases of Prize-Vessels taken in Time of War, in any Part of the World, and condemned in any

\* 7 Geo. I. Cap. 21. Sect. 1; 3. Geo. II. Cap. 15. Sect. 9.



any Court of Admiralty or Vice-Admiralty as lawful Prize, the Appeal lies to the *Commissioners of Appeals*, and not to Judges Delegates. And this by Virtue of divers Treaties with Foreign Nations, by which particular Courts are established in all the Maritime Countries of Europe for the Decision of this Question, *Whether lawful Prize or not?* For this being a Question between Subjects of different States, it belongs entirely to the Law of Nations, and not to the municipal Laws of either Country, to determine it. The original Court for deciding this Question in England is the Court of Admiralty; and the Court of Appeal is in Effect the King's Privy Council, the Members of which are, in Consequence of Treaties, commissioned under the Great Seal for this Purpose.

The Commissioners of Appeals, formerly appointed by our Sovereigns, were half their Privy Counsellors, and some others mentioned in the Appointment, to whom Appeals were to be made, both at home and abroad, as above; but as some Difficulties arose about the Commission, the following Act was made to remedy and solve them, *viz.*

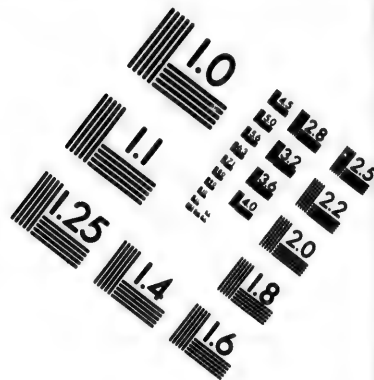
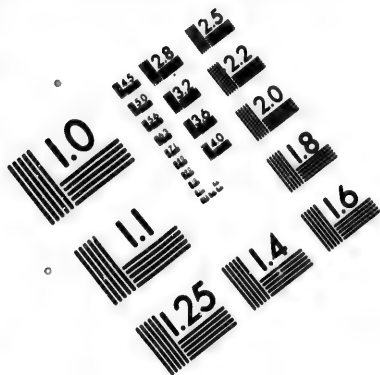
His Majesty, in order to bring Appeals from Sentences in Causes of Prizes, <sup>as Geo. II. C. 3. P. 127.</sup> pronounced in the Courts of Admiralty, to a speedy Determination, did, by his Commission, bearing Date the 11th of July, in the twenty-second Year of his Reign, revoke a former Commission granted to all his Majesty's then Privy Counsellors, and all other his Privy Counsellors for the Time being, during Pleasure; and did also, by the same Commission, appoint all his Privy Counsellors then being, as also Sir Thomas Parker, Knight, Lord Chief Baron of the *Exchequer*; Sir Martin Wright, Sir Thomas Dennyson, and Sir Michael Foster, Knights, Justices of the Court of King's-Bench; Sir Thomas Abney, Sir Thomas Burnet, P. 128. and Sir Thomas Birch, Knights, Justices of the Court of Common-Pleas; Charles Clark, Edward Clive, and Heneage Legge, Esqrs. Barons of the Court of *Exchequer*, and the Chief Baron of the *Exchequer* for the Time being, to be Commissioners, for hearing and determining such Appeals, during Pleasure, &c. and as some Objections have been raised against the last-mentioned Commission, on Account of the Lord Chief Baron of the *Exchequer*, the Justices of the King's-Bench and Common-Pleas, and the Barons of the *Exchequer*, who were not of the Privy Council, being joined therein; It is therefore enacted, That the said Commission, and all the Powers granted therein, shall be deemed good in Law; and the Commissioners, as well the said Lord Chief Baron, and the said Justices and Barons therein named, and the Lord Chief Baron of the *Exchequer*, and the Justices of the King's-Bench and Common-Pleas, and the Barons of the *Exchequer*, for the Time being, although they should not be of the Privy Council, are empowered, during his Majesty's Pleasure, to receive and determine all such Appeals, and to use all other Jurisdictions, according to the true Intent of the said Commission.

No Sentence upon the Hearing of any such Appeal shall be valid, unless a Majority of the Commissioners present be of the Privy Council.

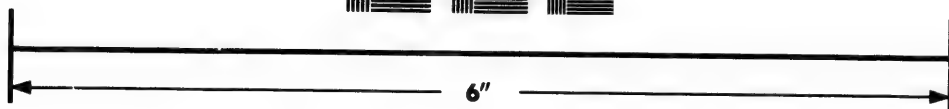
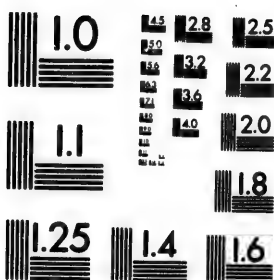
### Of Bills of Health and Quarantine.

THE dreadful Ravages made by Pestilential Disorders in those Countries most subject to them, makes every Prince and State fearful of receiving the Infection, by the Admission of Goods from suspected Places; and, to avoid it, they always insist on Ships bringing Certificates from the Magistracy of the Port they last came from, declaring their Country to be free from any contagious Distemper: These are termed Bills of Health, of which Copies are annexed, and, coming in this Form, they are called *clean* ones, in Opposition to *sauf* ones, which are given to Ships when they proceed from infected Places, and these always obstruct their Admittance to trade, till they have performed a Quarantine of as many Days as the Guardians of Health, where they arrive, may judge necessary, being commonly from ten to forty; on Expiration of which, it is customary abroad for Physicians to examine the Ship's Crew, and strict





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strict Search is made on board, by Persons appointed, to see whether the Number of Sailors corresponds with those mentioned in the Bills of Health; and, if any Difference appears, it will be difficult in any Country, and impossible in some, to obtain Admission afterwards; therefore it behoves every Captain to be very circumspect in having the exact Number of his Company infected.

But though the Sailors are not admitted to a Communication with the Shore, till the aforementioned prudent Precautions have preceded; yet all Commodities, unsusceptible of the infectious Taint, such as Corn, &c. are permitted immediately to be landed at proper Places by the Mariners, from whence they are afterwards conveyed to those destined for their Consumption or Sale.

Several foreign States have set apart and appropriated certain Parcels of Lands for the aforementioned Purposes, which they have enclosed, and erected Buildings, both for the Reception of Goods and Passengers, to lay their Quarantine in, where the latter are comfortably accommodated, under the Vigilance of Guards, appointed to hinder any one's too near Approach to these Recluses: Such are the *Lazarettos* at *Marfeilles*, *Venice*, &c. and the Expences vary on these Occasions, according to the Difference of Climes and Accommodations.

All Ships performing Quarantine here do it at *Stangate* Creek, under such Regulations as his Majesty in Council is pleased to appoint; and every Merchant who had any Goods from *Italy*, during the last Plague at *Messina*, was obliged to shew his Documents, that is, the Bills of Lading, Invoices, Letters, or any other Papers in which his Goods were mentioned, to Gentlemen in the Secretary of the Customs' Office, appointed to examine them; and the Merchandize, after lying the Time ordered, was opened, aired, and underwent the appointed Search, before it was permitted to be put into Lighters, and brought to *London*, &c.

But the Frequency of the Plague in different Parts of the *Levant*, making a Revival of those Laws necessary, the following Act was passed:

§ 6. II.

The Preamble sets forth, that whereas it is necessary some Provision be made by Parliament, for obliging Ships and Persons coming from Places infected, or frequently subject to the Plague, to perform Quarantine in such Manner as shall be ordered by his Majesty, or his Successor; and for punishing Offenders therein in a more expeditious Manner than can be done by the ordinary Methods of Law: *It is therefore enacted*, That all Ships and Vessels arriving, and all Persons, Goods, and Merchandizes, coming or imported into any Port or Place within *Great-Britain* or *Ireland*, the Isles of *Guernsey*, *Jersey*, *Alderney*, *Sark*, or *Man*, or from any Place from whence his Majesty or his Successors, by Advice of the Privy Council, shall judge it probable that the Infection may be brought, shall be obliged to perform Quarantine in such Place, and in such Manner, as shall be directed by his Majesty or his Successors, by Order in Privy Council, and notified by Proclamation, or in the *London Gazette*: And that, till such Ships, &c. shall be discharged from such Quarantine, no Person, Goods, &c. shall be brought on Shore, or be put on board any other Vessel, within his Majesty's Dominions, unless by Licence, as shall be directed by Order of Council: And that all such Ships, and the Persons or Goods, coming or imported, or going or being put on board the same, and all such Ships, Vessels, Boats, and Persons, receiving any Goods or Persons out of the same, shall be subject to such Orders, Rules, and Directions, concerning Quarantine and the Prevention of Infection, as shall be made by his Majesty and his Successors in Council, and notified by Proclamation, or published in the *London Gazette*, as aforesaid.

If the Plague shall appear on board any Ship to the Northward of *Cape Finisterre*, the Master shall immediately proceed to the Harbour of *New Grimsby*, in the Isles of *Scilly*, where he shall inform the Officer of the Customs thereof of his Case, who shall acquaint some Officer of a near Port of *England* thereof; who, with all possible Speed, shall send Intelligence thereof to one of his Majesty's Secretaries of State, that such Measures may be taken for



for the Support of the Crew, and such Precautions used to prevent the spreading of the Infection, as the Case shall require: And the said Ships shall remain at the Islands of *Scilly* till his Majesty's Pleasure be known, nor shall any of the Crew go on Shore: But if the Master shall not be able to make the Islands of *Scilly*, or shall be forced by Strefs of Weather up either of the Channels, he shall not presume to enter into any Port, but shall remain in some open Road till he receives Orders from his Majesty, or the Privy Council; and shall take Care to prevent any of his Ship's Company from going out of his Ship, and to avoid all Intercourse with other Ships or Persons; and the said Master, or any Person on board such Ship, who shall be disobedient therein, shall be adjudged guilty of Felony, and shall suffer Death as a Felon, without Benefit of Clergy: And every such Offence shall be determined in the County where the Offence shall be committed, or where the Offender shall be apprehended.

That it may be better known whether any Ship be actually infected with the Plague, or whether such Ships, &c. are liable to any Orders touching Quarantine, *It is enacted*, that when any Place is infected with the Plague, or when any Order shall be made concerning Quarantine and the Prevention of Infection, as often as any Ship shall attempt to enter any Place in *Great-Britain* or *Ireland*, &c. the principal Officer of the Customs in such Place, or such Person as shall be authorized to see Quarantine performed, shall go off, or cause some other Person, appointed by him for that Purpose, to go off to such Ship; and such Officer, &c. shall, at a convenient Distance from such Ship, demand of the Master, and the Master shall, upon such Demand, give a true Account of the following Particulars; that is to say, the Name of such Ship, the Name of the Master, where the Cargo was taken in, where she touched, whether such Places were infected, how long she had been in her Voyage, how many Persons were on board when she set Sail, whether any in the Voyage had been or were then infected with the Plague, how many died in the Voyage and of what Distemper, what Ships he, or any of his Ship's Company with his Privy went on board, or had any of their Company come on board, during the Voyage, and to what Place such Ships belonged; and also the true Contents of his Lading, to the best of his Knowledge. And if it shall appear that any Person on board shall be infected with the Plague, or that such Ship is obliged to perform Quarantine, in such Case it shall be lawful for the Officers of any of his Majesty's Ships of War, or any Forts or Garrisons, and all other Officers whom it may concern, and for any other Persons whom they shall call for their Assistance, to oblige such Ship to repair to such Place as hath been appointed for Performance of Quarantine, by any Kind of Violence whatsoever. And if any such Ship shall come from an infected Place, or have any Person on board actually infected, and the Master shall conceal the same, such Master shall be adjudged guilty of Felony, and shall suffer Death: And if the Master of such Ships shall not make a true Discovery in any other of the aforesaid Particulars, such Commander shall forfeit 200*l.* one Moiety to the King, the other to the Person who shall sue for the same.

The Master of any Vessel ordered to perform Quarantine shall, after his Arrival at the Place appointed for performing Quarantine, deliver to the chief Officer there such Bills of Health and Manifest as he shall have received from any *British* Consul during his Voyage, together with his Log-Book and Journal, under Penalty of 500*l.* Forfeiture, in the same Manner as the last Clause.

If any Master of a Vessel liable to perform Quarantine, having Notice thereof, shall himself quit, or permit any other Person to quit such Vessel, before Quarantine shall be performed, unless by proper Licence; or in Case any Master shall not cause, within due Time after Notice given, such Vessel, and the Lading thereof, to be conveyed to the Place appointed for performing Quarantine; then, and in every such Case, the Master shall forfeit 500*l.* and the Persons quitting the Vessel shall be compelled to go back, and suffer six Months

Months' Imprisonment, and each forfeit 200*l*. The Penalties to be recovered and divided as before.

His Majesty, with the Consent of Parliament, may erect Lazarets on any common or private Grounds; and in Case any Difference should arise about the Value of such Lands, to be settled by a Jury at the Quarter-Sessions.

The proper Officers are empowered and required to compel all Persons obliged to perform Quarantine, and Goods, to be conveyed to some Lazaret, or such other Place as shall be provided for the Reception of such Persons, Goods, &c. or for the Opening and Airing such Goods, &c. according to such Orders to be made as aforesaid.

If any Person, obliged to perform Quarantine, shall refuse or neglect to repair to the House of Lazaret, or having been placed therein, shall attempt to escape before Quarantine be fully performed; any of the Persons appointed to see Quarantine performed, may compel them to repair or return to the House, &c. appointed; and every Person so refusing, or neglecting, or escaping, shall suffer Death as a Felon.

All Persons liable to perform Quarantine, whether in Ships, Lazarets, or elsewhere, shall be subject, during such Quarantine, to such Orders as they shall receive from the proper Officers; and the said Officers are to enforce all necessary Obedience to their Orders, and may, in Case of Necessity, call in other Persons to their Assistance; and all Persons called are required to assist.

If any Person, not liable to perform Quarantine, shall enter any Lazaret, &c. whilst any Persons under Quarantine shall be therein, such Person shall be confined there to perform Quarantine by the proper Officers: And, in Case he shall escape out of the Lazaret, shall be guilty of Felony, and suffer Death accordingly.

If any Officer, appointed to execute any Orders made concerning Quarantine, shall be guilty of any wilful Breach or Neglect of his Duty, such Person shall forfeit his Employment, and one Hundred Pounds, and be incapable of holding such Office for the future.

All Goods liable to retain Infection, as shall be particularly specified in any Orders made concerning Quarantine, which shall be imported into any of his Majesty's Dominions from any foreign Country, in any Ship whatsoever, shall be liable to such Orders made concerning Quarantine.

After Quarantine shall have been duly performed, upon Proof to be made on Oath, by the Master and two other Persons belonging to the Vessel, or of two or three credible Witnesses, to be made before the Customer, Comptroller, or Collector of the Port, or the next Port, where Quarantines shall be performed, or before any of their Deputies, or any Justice of the Peace living near such Port, or, if in the Isles of *Guernsey*, *Jersey*, *Alderney*, *Sark*, or *Man*, before any two Jurats or Magistrates, that such Vessel and all and every such Persons, are free from Infection; and after producing a Certificate, signed by the chief Officer who superintended the Quarantine of that Ship, then such Customer, &c. are required to give a Certificate thereof; and thereupon such Ship, and all Persons belonging to her, shall be liable to no further Restraint or Detention upon the same Account for which Quarantine shall have been performed.

The Officer neither for Oath nor Certificate shall take any Fee or Reward.

Provided nevertheless, that all Goods, Wares, and Merchandize, shall be opened and aired as shall be directed in the Order for Quarantine; and, after such Orders have been duly complied with, the Goods shall be discharged, with a proper Certificate, in the same Manner as the Ship, &c.

Any Officer that shall demand or take any Fee, to forfeit one Hundred Pounds, with treble Costs of Suit.

If any Person, appointed to see Quarantine duly performed, or placed as a Watchman upon any House, Lazaret, Ship, or other Place for Performance of Quarantine, shall desert from their Duty, or wilfully permit any Person, Ship, Goods, or Merchandizes, to depart, or be conveyed out of such House, &c. or if any Person give a false Certificate of a Ship's having duly performed her Quarantine or Airing, every such Person shall suffer Death as a Felon.

If

If any Person shall conceal from the Officers of Quarantine, or convey any Letters, Goods, Wares, or Merchandises from any Ship under Quarantine, or liable to perform Quarantine, or from any Lazaret, &c. where Goods shall be performing Quarantine, every such Person shall suffer Death.

When any Part of *Great-Britain, Ireland, Guernsey, Jersey, Alderney, Sark, or Man, or France, Spain, Portugal, or the Low Countries*, shall be infected with the Plague, his Majesty, by Proclamation, may prohibit all Boats and Vessels under 20 Tons Burden, from sailing out of any Place in *Great-Britain*, &c. until Security be first given by the Master, to the Satisfaction of the principal Officer of the Customs, or chief Magistrate of the Place from whence such Vessel shall sail, by Bond, with sufficient Sureties, in the Penalty of 300*l.* with Condition, that if such Vessel shall not touch at any Place mentioned in the Proclamation; and if the Master, Mariners, and Passengers do not go on board any other Vessel at Sea, and if such Masters shall not permit any Persons to come on board from any other Vessel, and shall not receive any Goods, &c. out of any other Vessel, then such Bond shall be void; if any Vessel shall go before such Security be given, every such Vessel with her Tackle, Apparel, and Furniture, shall be forfeited to the King, and may be seized; And the Master and every Mariner, upon the Oath of a credible Witness before a Justice of Peace, where such Offenders shall be found, shall forfeit the Sum of twenty Pounds, one Moiety to the Informer, the other to the Poor of the Parish, where such Offenders shall be found; the same to be levied by Distress, and Sale of the Offender's Goods, by Warrant under the Hand and Seal of the Justice before whom such Offender shall be convicted: And for Want of sufficient Distress, the Offender to be sent to Prison for three Months.

By this Act, the Place of Quarantine is changed from *New Grimsby*, and appointed at *St. Helen's Pool*, between the uninhabited Islands of *St. Helen's* *Jeau* and *North Wilbell*, in the Island of *Scilly*, or to such other Place as his Majesty, with the Advice of his Privy Council shall appoint. 29 Geo. II.

The following is the Form of an *English* Bill of Health, which is given at the *Custom-house*, signed by the Benchers, and costs five Shillings, viz.

" OMNIBUS Christi fidelibus, ad quos presentes Literæ pervenerint, nos  
 " Ministri serenissimi principis Domini nostri GEORGII Terti Regis in  
 " portu civitatis *Londini* Salutem.—Cum p. im sit ac honestum veritati testimonium perhibere, ne error & deceptio præjudicii ipsam opprimat: Cumque navis nuncupata  
 " nauclerus ab Deo est  
 " quæ jam parata est a portu dictæ civitatis *Londini* discedere & ab hinc Deo  
 " volente pro & alia loca transmarina cum  
 " in eadem nave adpellere; hinc est quod universitati vestræ tenore præsentium  
 " innotescimus fidemque indubitam facimus, quod, Deo optimo maximo summa  
 " laus attribuat, in hac dictâ civitate nulla Pestis, Plaga, nec Morbus aliquis  
 " periculosus, aut contagiosus, ad præsens existit. In cuius rei testimonium sigillum officii nostri apponi fecimus. Datum hoc in regio telonio civitatis  
 " *Londini* predictæ  
 " anno salutis Christianæ secundum computationem Ecclesiæ Anglicanæ millesimo  
 " septingentesimo annoque regni dicti serenissimi Domini  
 " nostri GEORGII Terti Dei gratiæ Magnæ Britannicæ, &c. Fidei Defensoris, &c."

The subsequent is copied from a Bill of Health, given at *Alicant* in *Spain*, being the same with those of all the other Parts of that Kingdom; and differing only in Form, from those of *Italy* and other Parts, this Duplicate may suffice to shew the Nature and Contents of them all.

" UNIVERSIS cujusvis auctoritatis salutem in Domino, nos regimen  
 " illustris civitatis *Alicantis*, & Villæ de Muchamel. Testamur, quod  
 " dicta civitas et villa, Deo auspice, optimâ gaudent salute, & nullius contagiosi morbi



Of *Protections, Passports, and Safe-Conducts.*

**P**ASSPORTS are commonly granted to Friends, and **SAFE-CONDUCTS** to Enemies, though Custom has made the Meaning of those Terms to be much the same in this Place: In a military Treatise they would be differently construed; but they only signify here that Protection a Prince affords to either Ships or Men against the aforementioned Embargoes, or his granting to some Individuals a Leave to trade, denied to others, or his Permission for them to come into his Kingdom while a general Prohibition subsists, and sometimes even during a War with the State whose Subjects they are.

This has often happened in our Disputes with *Spain*, where our Ships went currently in the Beginning of the War commenced in 1718, and on many other Occasions, under the Protection of a Pass, which his Catholick Majesty granted to several, and which served for one Voyage: These Passes had Blanks left for the Names of Ships, Captains, &c. and at first cost about twenty Dollars; though, when a Stop was put to granting any more, their Price rose in Proportion to their Scarcity; and the few who had any remaining, made a very considerable Advantage of them: The same has been practised by many of our former Kings, and confirmed by several subsequent Acts, viz.

In all Safe-Conducts to be granted to any Persons, the Names of them, of the Ships, and of the Masters, and the Number of the Mariners, with the Portage of the Ships, shall be expressed. <sup>15 Hen. VI. C. 3.</sup>

Merchants Aliens may lade Ships of *Spain*, and other Parts, Adversaries and Enemies of the King, if the Masters or Merchants of such Ships have Letters Patent of the King of his Safe-Conduct, making Mention of the Name of the Ships, and of the Masters; and if any such Ship charged with such Merchandizes of such Merchants be taken upon this Sea, by the King's People, not having the King's Letters Patent within the Board of such Ships at the Day of the taking, nor that such Letters Patent be in the Chancery inrolled, the Takers may enjoy the same. <sup>18 Hen. VI. C. 8.</sup>

All Letters of Safe-Conduct to be granted to the King's Enemies, or others, shall be inrolled in Chancery, before such Letters be delivered; and all Letters of Safe-Conduct, not inrolled before Delivery, shall be void. <sup>20 Hen. VI. C. 1. S. 2.</sup>

If any Goods be taken by the Subjects of the King upon the Sea, charged in s. 3. any Ship belonging to Enemies, not having Letters of Safe-Conduct inrolled, they that take the Goods shall them enjoy.

The Subjects taking such Ships, not having Letters of Safe-Conduct within s. 4. the said Ships, and bringing them within the Realm, shall not be endamaged for such taking, if they be ready to make Restitution, within reasonable Time after Knowledge is made to them of the Letters of Safe-Conduct, enrolled in Chancery before the taking.

If any Subjects attempt to offend upon the Sea, or in any Port under the King's Obedience, against any Strangers in Amity, League, or Truce, or by Safe-Conduct, the Chancellor shall have Authority to cause such Person to be delivered, and the Goods or Ship taken to be restored, &c. <sup>31 Hen. VI.</sup>

If any Person shall, within his Majesty's Dominions, or without, falsely forge or counterfeit any Pass for any Ship, commonly called a *Mediterranean Pass*, or shall alter or erase any Pass made out by the Commissioners for executing the Office of Lord High Admiral; or shall publish as true any forged, altered, or erased Pass, knowing the same to be forged, &c. every such Person, being convicted in *Great-Britain* or *Ireland*, or his Majesty's Plantations, where such Offence shall be committed, shall be guilty of Felony without Benefit of Clergy. <sup>4 Geo. II. C. 18. S. 1.</sup>

There was formerly appointed in these Realms a Conservator of *Safe-Conducts*, and as the same Person had also the Care of *Truces*, it naturally leads me to treat of them.



## Of Leagues and Truces.

**L**EAGUES or TRUCES are either with Enemies, Friends, or Neuters, and those made with the former are for a *limited Time*, or *perpetual*.

*Perpetual* is where Peace finishes all Disputes, and restores a perfect Amity between the contracting Parties.

And Treaties for a Time are termed TRUCES, which are also *general* or *particular*.

*General Truces* include all the States of both Princes, in regard to their Subjects and Commerce; whilst *particular ones* are only for certain Places, or certain Persons, with a Limitation of their Trade, and sometimes go no farther than a bare Suspension of Arms.

A *Truce*, however, whether *general* or *particular*, is an Agreement on a Cessation of all Hostilities during the Time stipulated, and ought not to be infringed or broken on any Account: It frequently is a Parent of Peace, as it allows Room for Consideration, and to treat of it; and, besides, affords Opportunity for settling the jarring Interests of Princes, who are to be comprehended in it.

A *general Truce* is sometimes settled for so long a Term as to become equal to a Peace; and such are commonly made betwixt Princes equal in Power, who are unwilling to quit any Thing of their supposed Right by Peace, and yet desire to live quietly in their present State, and by this Medium satisfy their Point of Honour. Such Truces are likewise, from the foregoing Considerations, less subject to a Breach than a Peace that is made perpetual, as Princes, who by this latter find themselves aggrieved, will seek out plausible Reasons to forsake or evade it; but in the other, when the limited Time is expired, they have only to renew or excuse it.

Ret. Parl.  
4 H. V.  
Numb. 4;  
Coke, 4  
Instit. 156.

Some Alliances are contracted for an Enterprize, and for one sole Effect, in that Part in which the Allies are interested; and these are generally called *Leagues*, and have been sometimes here confirmed by *Act of Parliament*, and are such Agreements as are always made in Command of the Supreme Power; and these, as well as *Safe-Conducts*, are to be of Record, that is, inrolled in Chancery, that the Subjects may know who are Friends, and can have Actions personal here, or who the contrary, and can have none.

4 Instit. 152.

*Leagues* commonly are *offensive*, and the ordinary Causes for which Princes and Republicks make them are either to facilitate a Conquest, or to balance the Power of an ambitious and enterprising Neighbour; such were those entered into against the Opulency and growing Greatness of the *Spaniards*, and since in Opposition to the Attempts of *Lewis XIV.* to acquire universal Monarchy.

But though Leagues are generally *offensive*, yet many are confined only to the *defensive* Part, and these entered into with the sole View of guarding against the sinister Intentions or Attempts of any vicinal Power, of which I might produce many Instances; but as what I have already said on the Subject may suffice for a Place in a Mercantile Treatise, I shall not intrude any farther on my Reader's Time or Patience by enlarging on it, but proceed to the Articles.

## Of Proclamations for War and Peace.

**T**HE proclaiming of War, or settling of Peace, is one of the Royal Prerogatives belonging to the Kings of *Great-Britain*; but though it has always been exercised by them, yet they have seldom failed to ask the Advice of Parliament in both Cases, and generally War or Peace are approved and confirmed by Parliament. Moreover, if the Conditions of Peace are found to be dishonourable or disadvantageous to the Nation by a Majority of the Representatives of the People in Parliament, or of the Peers, an Impeachment will lie against the Ministers who have advised them; for the King can do no Wrong. And the same Course may be taken when the Nation is improperly plunged in a War by the

Mal-

Mal-administration of the King's Servants. There are two Methods of engaging in a War with a foreign State; the first, and the most honourable is by a solemn Declaration publicly proclaimed, Copies of which are sent off to all the British Ambassadors, Ministers, and Consuls, residing in the different Countries, and at the Courts of all foreign Princes. This serves as a general Notice of the Rupture between the two Powers being irreconcilable by Negotiation, and prepares the Subjects of each State, so that they may regulate their commercial Concerns accordingly. This Practice is founded on the Law of Nations, and used formerly to be one of the Criteria by which we distinguished a civilized People from Barbarians.

At present, a fatal change in the System of Politicks has taken Place; and the European Powers make no Scruple of going to War, without making the usual Proclamations, to the great Injury of their Subjects, who may entertain Hopes of a Reconciliation of Differences, so long as such Declarations are suspended, and may venture their Property on the Ocean, under the Sanction of Peace, not imagining that Privateers and Ships of War will be authorized to seize them prior to a Declaration of War. No Nation can properly justify this Conduct, and Posterity will load with Reproaches the Names of those Statesmen, whether *Spanish, French, or British*, who first brought this foul Practice into Use.

It was usual by Declarations of War to cut off all Intercourse with the Enemies of our Country; but since the late Custom of going to War without any publick Proclamation, Intercourses have been carried on highly detrimental to publick Affairs, by those who perhaps did not look upon themselves as Traitors to their King and Country, whereas if a Proclamation had declared such Correspondence to be treasonable, they would not have carried it on.

War and Peace are always proclaimed by the Herald at Arms, accompanied by proper Notaries and a Body of the Life-Guards; and when they enter the City of *London*, they are joined by some of the City Officers: The Proclamation is read by the Notaries to the Herald, who repeats it, all being bare-headed, first at *St. James's*, then at *Charing-Cross, Temple-Bar, Cheapside*, and the *Royal-Exchange*.

When War is proclaimed, it is customary to prohibit, though not always, all Commerce with the Enemy, by interdicting the Entrance of any of the Commodities of his Country into our's, as was done in the War with *Spain* in 1740, by the following Act of Parliament, viz.

The Preamble sets forth that the repeated Insults, Depredations, and Cruelties of the *Spaniards* had obliged his Majesty to make Use of the Power which God had given him, to vindicate the Honour of his Crown, and secure to his Subjects their undoubted Rights and Privileges of Navigation and Commerce; and in Order thereto, his Majesty, on just and honourable Grounds, had thought fit to declare War with *Spain*; and it being highly requisite to prohibit all Commerce between his Majesty's Subjects, and those of *Spain* in *Europe*, and to enforce such Prohibitions by severe Penalties, It is enacted, that from and after the 1st Day of *June*, 1740, no Goods whatever, of the Growth or Manufacture of *Old Spain*, lying in *Europe*, or of the *Canary Islands*, except Goods taken and condemned as lawful Prize, and ordered to be sold as perishable, during the present War with *Spain*, shall be imported into *Great-Britain* or *Ireland*, or the Isles of *Jersey, Guernsey, Alderney, Sark, Man, Minorca*, or the Town of *Gibraltar*, from any Place, mixed or unmixed with the Commodities of the Growth or Product of any other Nation, on Penalty of Forfeiture of such Goods, and treble the Value, and of the Ship or Vessel, with all her Furniture, &c.

This Act does not extend to hinder such Commodities belonging to the Kingdom of *Spain*, which shall be imported to *Minorca* or *Gibraltar*, on or before the 1st of *May*, 1740, from being imported into *Great-Britain*, on or before the 24th of *June*, 1740, in *British-built* Shipping, navigated according to Law, and proved on Oath before the Commissioners of the Customs,

in the Port of *London*, or before the Collector and Comptroller in any other Port of *Great-Britain*, who are to give such Oath, and enquire into the Truth, whether such Goods were imported into *Minorca* or *Gibraltar*, before the 11<sup>th</sup> Day of *May*.

If any Dispute arise, whether the Commodities seized for having been imported as aforesaid, or any Part thereof, single or mixed, were of the Growth or Manufacture of *Spain*, or imported contrary to this Act; the Proof shall be made by the Importer or Claimer, and not by the Informer or Officer; and in Default of such Proof, then Judgement shall be given for Recovery of the Forfeiture, and Execution immediately granted: And if any Informer or other Person, who shall seize or prosecute any Goods or Commodities, by Virtue of this Act shall, by Fraud or Collusion, delay the said Prosecution, or the Prosecution of any Person offending against this Act, he shall forfeit 500*l.* for every Offence.

13 C. II.  
P. 546.

It is further enacted, that his Majesty, at any Time during the War, may by Proclamation, or Order in Council, to be published in the *London Gazette*, take off the said Prohibition; and thereupon such Goods may be imported, being first duly entered, and paying the Customs.

No Person shall be admitted to enter a Claim to such Seizure, without giving 100*l.* Security, to answer all Charges of Prosecution; and in Default, the said Seizure shall be condemned.

P. 547.

No Goods seized and condemned in the said Islands of *Jersey*, &c. or in *Gibraltar*, by Virtue of this Act, shall be imported into *Great-Britain* or *Ireland*, on any Pretence whatsoever, on Penalty of forfeiting the same, and treble the Value, and also the Ship importing the same, with her Tackle, Ammunition, &c. to be divided, as if such Ships and Goods had been imported from foreign Parts, contrary to this Act, &c.

### Of the Admiralty.

AS the Kingdom of *Great-Britain* is on all Sides surrounded by the Sea, there will ever be a Necessity for a strong Maritime Force to protect and defend it; our Wooden Walls are our Bulwarks and Redoubts, to which we owe our Safety, and the Protection of that advantageous Commerce we carry on.

And for transacting of Marine Affairs, the Lord High Admiral hath Courts of his own, of which that at *London* is principal and chief, where all Process and Proceedings run in his Name, and not in the King's, as they do in all the Courts of *Common Law*. The first Title of Admiral of *England*, expressly conferred upon a Subject, was given by Patent of King *Richard II.* to the Earl of *Arundel* and *Surry*; and it appears, that anciently he had Jurisdiction of all Causes of Merchants and Mariners, happening not only upon the Main Sea, but in all foreign Parts, within the King's Dominions, and without them, and was to judge them in a summary Way, according to the Laws of *Oleron* and others.

4 Inst. 75.

In the Reign of *Edward III.* the Court of Admiralty was established, and *Rich. II.* limited its Jurisdiction. Of late Times this high Office has been generally executed by Commissioners, who by Statute are impowered to use and execute the same Authorities as were formerly exercised by the Lord High Admiral.

2 W. & M.  
C. 2.

But the Requisites are, on every new Commission being made out, resigned, by some Deed or Writing to the Crown. The Number of Commissioners is not limited by Statute, but, for many Years past, the Commissions have consisted of a first Commissioner, who presides at the Board, and six others who take Place in the Order in which they are named in the Commissions. They are stiled Lords of the Admiralty, and the First Lord, is, in Effect, Lord High Admiral, having the supreme Direction of the Board, except that no Orders or Commissions are valid when signed by him alone, it being necessary

for two more to sign with him, notwithstanding which he is not to be commanded by them.

Subject to this Authority are all the Naval Officers and Shipping, and all the Marine Boards; as the *Navy-Office*, *Victualling-Office*, Sick and Wounded Offices, *Deptford*, *Woolwich*, *Chatham*, *Sheerness*, *Plymouth*, and *Portsmouth Dock-Yards*. As are also all the Ships and Vessels of War; their Admirals, Commanders, Lieutenants, Officers, and Men.

The Lords Commissioners of the Admiralty have the general Direction of the Affairs of the Navy; they determine the Number and Size of the Ships to be built, repaired, and put into Commission: But it is a vulgar Error to suppose that the First Lord has the Appointment of the Destination of Fleets in Time of War; he has only his Vote as a single Minister in the Cabinet Council, though, being at the Head of the Marine Department, his Advice may influence the Determinations of the King, and the rest of his Ministers.

The Admiralty grant their Commissions to such Person as his Majesty directs, whereby he is appointed Admiral and Commander in Chief of the Fleet, for the Expedition which is designed. And such Admiral, when out of the *British* Channel, appoints all Officers, as Vacancies happen, who must be, and generally are, confirmed by the Admiralty, if no very material Objection occurs.

### *Jurisdiction of the Admiralty.*

THE Jurisdiction of the Lord High Admiral, or of the Lords Commissioners for executing the Office, is over *Great-Britain*, *Ireland*, and *Wales*, with the Dominions and Islands belonging to them: As also over all his Majesty's Colonies, Plantations, Factories, and other Settlements, Dominions, and Territories whatsoever in Parts beyond the Seas.

The Admiralty hath Cognizance of the Death or maiming a Man, committed in any Ship riding in great Rivers, beneath the Bridges thereof, near the Sea. <sup>15 Ric. II. C. 3. S. 2.</sup>

But if a Man be killed on any Arm of the Sea, where the Land is seen on both Sides, the Coroner is by *Common Law* to inquire of it, and not the Admiral; for the County may take Cognizance of it, and where a County may enquire the Lord Admiral has no Jurisdiction. <sup>3 Rep. 107.</sup>

All Ports and Havens, as has been before observed, are *infra Corpus Comitatus*, where the Admiral has no Jurisdiction; and, between High and Low-Water-Mark, he and the *Common Law* have it by Turns, one upon the Water, and the other upon the Land. <sup>3 Inst. 113.</sup>

The Admiral hath Power to arrest Ships for the Service of the King or Commonwealth; and every Commander, Officer, or Soldier of Ships of War, shall observe the Admiral's Commands, &c. on Pain of Death, or other Punishment. <sup>13 Car. II. C. 9.</sup>

The Lord Admiral hath Power to grant Commissions to inferior Admirals, &c. Ditto. to call Courts Martial for the Trial of Offences against the Articles of War, and these Courts determine by Plurality of Voices, &c.

An Admiralty Process is made out in the Admiral's Name, who has under him a Judge, commonly some learned Civilian; and though the Proceedings are according to Civil Law, and the *Maritime Laws* of *Rhodes* and *Oleron*, the Sea being without the *Common Law*, yet, by Stat. 28 Hen. VIII. Murder, Robbery, &c. at Sea, may be tried by special Commission to the Lord Admiral, &c. according to the Laws of *England*. <sup>See 11 and 12 W. III. C. 7.</sup>

The Admiralty is said to be no Court of Record, on Account of its proceeding by the *Civil Law*. <sup>4 Inst. 133.</sup>

But the Admiralty has Jurisdiction where the *Common Law* can give no Remedy; and all Maritime Causes, or Causes arising wholly upon the Sea, it hath Cognizance of. <sup>6 Rep.</sup>

The Admiralty hath Jurisdiction in Cases of *Freight*, *Mariners Wages*, Breach of *Charter-Parties*, though made within the Realm; if the Penalty

be not demanded; and likewise in Case of building, mending, saving, and victualling Ships, &c. so as the Suit be against the Ship, and not only against the Parties.

1 *Salk.* 32.

Mariners Wages are contracted on the Credit of the Ship, and they may all join Suits in the Admiralty, whereas in Common Law they must all sever; and, on the contrary, the Master of a Ship contracts on the Owners Credit, and not the Ship's, and therefore he cannot prosecute in the Admiralty for his Wages.

*Wood's Inst.*  
816.

It is allowed by the common Lawyers and Civilians, that the Lord Admiral has Cognizance of Seamen's Wages and Contracts, and Debts, for making Ships; also of Things done in navigable Rivers, concerning Damages to Persons, Ships, Goods, Annoyances of free Passage, &c. of Contracts, and other Things done beyond Sea, relating to Navigation and Marine Trade.

1 *Bull.* 322.

But if a Contract be made beyond Sea for doing of an Act, or Payment of Money within this Kingdom, or the Contract is upon the Sea, and not for a Marine Cause, it shall be tried by Jury; for where Part belongs to the Common Law, and Part to the Admiral, the Common Law shall be preferred; and Contracts made beyond Sea may be tried in *B. R.* and a Fact be laid to be done in any Place in *England*, and so tried here.

4 *Leuw.* 257.

Where a Contract is made in *England*, and there is a Conversion beyond Sea, the Party may sue in the *Admiralty*, or at Common Law.

*Hob.* 11.

So where a Bond is made and delivered in *France*: An Obligation made at Sea, it has been held, cannot be sued in the Admiral's Court, because it takes its Course, and binds according to the Common Law.

3 *Leuw.* 60.

The Court of *Admiralty* cannot hold Plea of a Matter arising from a Contract made upon the Land, though the Contract was concerning Things belonging to the Ship; but the *Admiralty* may hold Plea for the Seamen's Wages, &c. because they become due for Labour done on the Sea; and the Contract made upon Land is only to ascertain them.

1 *Salk.* 31.  
See *Hob.* 79.

Though where there is a special Agreement in Writing, by which Seamen are to receive their Wages in any other Manner than usual; or if the Agreement at Land be under Seal, so as to be more than a *Parole* Contract, it is otherwise.

1 *Lill.* 368.

If Goods delivered on Shipboard are embezzled, all the Mariners ought to contribute to the Satisfaction of the Party who is the Sufferer, by the Marine Law, and the Cause is to be tried in the *Admiralty*.

*March's Rep.*  
204.

By the Custom of the *Admiralty*, Goods may be attached in the Hands of a third Person, in *Causa Maritima & Civilis*, and they shall be delivered to the Plaintiff after Defaults, on Caution to restore them, if the Debt, &c. be disproved in a Year and a Day; and if the Party refuse to deliver them, he may be imprisoned *quosque*, &c.

*Godb.* 260.  
1 *Step.*  
*Ab.* 120.  
See 1 *Salk.* 33.

The Court of *Admiralty* may cause a Party to enter into a Bond, in Nature of Caution or Stipulation, like Bail at *Common Law*; and if he render his Body, the Sureties discharged; and Execution shall be of the Goods, or the Body, &c. not of the Lands.

*OWEN* 122.  
*Hughes Ab.*  
113.

Some Sailors Clothes were bought in the Parish of *St. Catharine*, near the *Tower*, *London*, and were delivered in the Ship: On a Suit in the *Admiralty* for the Money, Prohibition was granted; for this was within the County. The same of a Ship at *Blackwall*, &c.

1 *Shew.* 179.

But the *Admiralty* may proceed against a Ship, and the Sails, and Tackle, when they are on Shore, although alledged to be detained on Land; yet upon alledging Offer of a Plea, claiming Property therein, and Refusal of the Plea, on this Suggestion a Prohibition shall be had.

4 *Inst.* 141.

The *Admiralty* Court may award Execution upon Land, though not hold Plea on any Thing arising on Land.

1 *Roll's Abrid.*  
530.

And, upon Letters *Misive* or Request, the *Admiralty* here may award Execution, on a Judgement given beyond Sea, where an *Englishman* flies, or comes over hither, by Imprisonment of the Party who shall not be delivered by the *Common Law*.



When Sentence is given in a foreign *Admiralty*, the Party may libel for Execution of that Sentence here; because all Courts of *Admiralty* in *Europe* are governed by the *Civil Law*. Stat. 418.

Sentences of any *Admiralty* in another Kingdom are to be credited, that our's may be credited there, and shall not be examined at Law here; but the King may be petitioned, who may cause the Complaint to be examined; and, if he finds just Cause, may send to his Ambassador where the Sentence was given, to demand Redress; and upon Failure thereof, will grant Letters of Marque and Reprisal. Regm. 437.

If one be sued in the *Admiralty*, contrary to the Statutes 13 and 15 R. II. he may have a *Superfideas*, to cause the Judge to stay the Proceedings, and also have Action against the Party suing. 10 Rep. 75.

A Ship being privately arrested by *Admiralty* Process only, and no Suit, it was adjudged a Prosecution within the Meaning of the Statutes, and double Damages, &c. shall be recovered. 1 Salk. 31, 32.

And if an erroneous Judgement is given in the *Admiralty*, Appeal may be had to Delegates appointed by Commission out of *Chancery*, whose Sentence shall be final.

The Lord High Admiral of Great-Britain doth, by Virtue of his Place, appoint, in divers Parts of the Kingdom, his several Substitutes, or *Vice-Admirals*, with their Judges and Marshals, by Patent under the Great Seal of the High Court of *Admiralty*, which *Vice-Admirals* and Judges do exercise Jurisdiction in Maritime Affairs, within their several Limits; and in Case any Person be aggrieved by any Sentence or Interlocutory Decree that has the Force of a definitive Sentence, he may appeal to the High Court of *Admiralty*. Stat. 8 Eliz. C. 5.

Besides the above-mentioned *Vice-Admirals*, &c. the Lord High Admiral hath under him many Officers differing in Degrees and Qualities, as some are of a military and others of a civil Capacity, some judicial and others ministerial; so that the Marine Jurisdiction may justly be deemed a separate Commonwealth or Kingdom, and the Lord High Admiral be reputed as a Viceroy of it.

There is, under this Court, a Court of *Equity*, for determining Differences between Merchants; and in criminal Affairs, which is commonly about Piracy: The Proceeding in this Court was formerly by Accusation and Information, according to the *Civil Law*, by a Man's own Confession, or Eye-Witnesses, by which any one was to be proved guilty before he could be condemned; but that being found inconvenient, there were two Statutes made by Hen. VIII. that criminal Affairs should be tried by Witnesses and a Jury, and this by a special Commission of the King to the Lord Admiral, wherein some of the Judges of the Realm are ever Commissioners, and the Trial, according to the Laws of *England*, directed by those Statutes.

There seems to be *Divisum Imperium* between the *Common Law* of *England* and the *Admiralty*; for so far as Low-Water-Mark is observed in the Sea, is counted *infra Corpus Comitatus adjacentis*, and the Causes thence arising are determinable by the *Common Law*; yet when the Sea is full, the Admiral hath Jurisdiction here also, so long as the Sea flows, over Matters done between the Low-Water-Mark and the Land, as appears in Sir Henry Constable's Case.

The Management of the Navy Royal, under the Lord High Admiral, is committed to the Care of the principal Officers and Commissioners of it; and as all the Laws, for regulating and ordering his Majesty's Navies and Forces by Sea, were in the 22 Geo. II. collected and formed into one Body, I have determined to give my Reader an Abstract of it, in hopes the inspecting so excellent a Code may afford him Pleasure. 1 Rep. Cdr. P. 137.

The Preamble sets forth, That the several Sea-Laws having been found not to be so full, clear, expedient, or consistent with each other, as they ought to be, therefore, to amend and explain the same, and to reduce them into one uniform Act, It is enacted, that from and after the 25th of December, 1749, the

22 Geo. II. the Articles and Orders following, as well in Time of Peace as in War, shall be  
P. 699. observed and put in Execution in Manner herein after mentioned.

1. All Commanders, Captains, &c. of his Majesty's Ships of War, shall cause the publick Worship of Almighty God, according to the Liturgy of the Church of *England*, to be reverently performed in their respective Ships; and shall take Care that Prayers and Preaching be performed diligently, and that the Lord's Day be observed according to Law.

2. All Flag-Officers, and Persons belonging to his Majesty's Ships of War, being guilty of profane Oaths, Cursings, Execrations, Drunkenness, Uncleanliness, or other scandalous Actions, in Derogation of God's Honour, and Corruption of good Manners, shall incur such Punishment as a Court Martiall shall think fit to impose, &c.

3. If any Officer or other Person of the Fleet shall give or entertain Intelligence to or with any Enemy, or Rebel, without Leave from the King or the Lord High Admiral, &c. and be thereof convicted by a Court Martiall, he shall be punished with Death.

P. 699. 4. If any Letter or Message from any Enemy or Rebel be conveyed to any Officer, or any other Person in the Fleet, and such Person shall not, within twelve Hours, having Opportunity, acquaint his superior Officer with it; or if any superior Officer, being acquainted therewith, shall not in convenient Time reveal the same to the Commander in Chief, every Person so offending shall suffer Death, &c.

5. All Spies, who shall bring or deliver any seducing Letters or Messages from any Enemy or Rebel, or endeavour to corrupt any Person in the Fleet, they shall suffer Death.

6. No Person in the Fleet shall relieve an Enemy or Rebel with Money, Victuals, Powder, Shot, Arms, Ammunition, or any other Supplies, directly or indirectly, upon Pain of Death, &c.

7. All Writings whatsoever, that shall be taken or found on board Ships which shall be taken as Prize, shall be preserved, and the Originals shall, by the commanding Officer of the Ship which shall take such Prize, be sent entirely and without Fraud to the Court of Admiralty, or such other Court or Commissioners as shall be authorized to determine whether such Prize be lawful Capture, there to be viewed, made Use of, and proceeded upon, according to Law, upon Pain of forfeiting his Share of the Capture, &c.

8. No Person in or belonging to the Fleet shall take out of any Prize any Money, Plate, or Goods, unless it shall be necessary for the better securing thereof, or for the necessary Use or Service of any of his Majesty's Ships of War, before the same be adjudged lawful Prize; but the entire Account of the Whole, without Embezzlement, shall be brought in, and Judgement passed upon the Whole, without Fraud, upon Pain that every Person offending shall forfeit his Share of the Capture, &c.

9. If any Vessel shall be taken as Prize, none of the Officers or Persons on board her shall be stripped of their Cloaths, or pillaged, beaten, or evil-intreated, upon Pain that the Offender shall be punished as a Court Martiall shall sentence.

10. Every Flag-Officer, Captain, and Commander in the Fleet, who, upon Signal or Order of Fight, or Sight of any Ship or Ships, which it may be his Duty to engage, or who upon Likelihood of Engagement shall not make the necessary Preparation for Fight, and shall not in his own Person, and according to his Place, encourage the inferior Officers and Men to fight courageously, shall suffer Death, or other Punishment, &c. and if any Person in the Fleet shall treacherously or cowardly yield, or cry for Quarter, on being convicted, shall suffer Death.

11. Every Person in the Fleet who shall not duly observe the Orders of the Admiral, Flag-Officer, Commander of any Squadron or Division, or other his superior Officer, for affailing, joining Battle with, or making Defence against any Fleet, Squadron, or Ship, or shall not obey the Orders of his superior Officer, in Time of Action, to the best of his Power, or shall not use all possible Endeavours

Endeavours to put the same effectually in Execution, being convicted thereof, shall suffer Death, &c.

12. Every Person in the Fleet, who through Cowardice, Negligence, or Disaffection, shall, in Time of Action, withdraw or keep back, or not come into the Engagement, or shall not do his utmost to take or destroy every Ship which it shall be his Duty to engage, and to assist and relieve all and every of his Majesty's Ships, or those of his Allies, which it shall be his Duty to assist and relieve, being convicted thereof, shall suffer Death.

13. Every Person in the Fleet, who, through Cowardice, Negligence, or Disaffection, shall forbear to pursue the Chace of an Enemy, Pirate, or Rebel, beaten or flying; or shall not relieve and assist a known Friend in View, to the utmost of his Power, being convicted, shall suffer Death.

14. If any Action, or any Service shall be commanded, and any Person in the Fleet shall presume to delay or discourage the same, upon Pretence of Arrears of Wages, or any Pretence whatsoever, and be convicted thereof, he shall suffer Death, &c.

15. Every Person in, or belonging to the Fleet, who shall desert to the Enemy, Pirate, or Rebel, or run away with any of his Majesty's Ship, or any Ordnance, Ammunition, Stores, or Provision belonging thereto, to the weakening of the Service, or yield up the same cowardly or treacherously, being convicted, shall suffer Death.

16. Every Person in or belonging to the Fleet, who shall desert or entice others so to do, shall suffer Death, or such other Punishment, as the Circumstances of the Offence shall deserve, and a Court Martial shall think fit; and if any Commanding Officer of any of his Majesty's Ships of War shall receive or entertain a Defter from any other of his Majesty's Ships, after discovering him to be such, and shall not, with all convenient Speed, give Notice to the Captain of the Ship, to which such Defter belongs, or if the said Ships are at any considerable Distance from each other, to the Secretary of the Admiralty, or to the Commander in Chief, every Person so offending, and being convicted, &c. shall be cashiered.

17. The Officers and Seamen of all Ships appointed for Convoy of Merchant Ships, or of any other, shall diligently attend upon that Charge without Delay, according to their Instructions; and whosoever shall be faulty therein, and shall not perform their Duty, and defend the Ships and Goods in their Convoy, without either diverting to other Parts, or Occasions, or refusing, or neglecting to fight in their Defence, if they be assailed, or running away cowardly, and submitting the Convoy to Peril and Hazard, or shall demand or exact any Money or other Reward from any Merchant or Master, for convoying of any Vessels intrusted to their Care, or shall misuse the Masters or Mariners thereof, shall be condemned to make Reparation of the Damage to the Merchants, Owners, or others, as the Court of Admiralty shall adjudge, and also be punished according to the Quality of their Offences, by Death or other Punishment, according as shall be adjudged by the Court Martial.

18. If any Captain or other Officer of any of his Majesty's Ships shall receive on board, or permit to be received on board such Ship, any Goods or Merchandize, other than for the sole Use of the Ship, except Gold, Silver, or Jewels, and except the Goods and Merchandizes belonging to any Vessel which may be shipwrecked, or in imminent Danger of being shipwrecked, either on the high Seas, or in any Port, Creek, or Harbour, in order to the preserving them for their proper Owners, and except such Goods or Merchandizes as he shall be ordered to receive on board by Order of the Lord High Admiral of Great-Britain, or the Commissioners for executing the said Office, and be convicted thereof, &c. he shall be cashiered, and be for ever afterwards rendered incapable to serve in any Place or Office in the Naval Service of his Majesty, &c.

19. If any Person in, or belonging to the Fleet, shall make or endeavour to make any mutinous Assembly, upon any Pretence whatsoever, and be convicted thereof, &c. he shall suffer Death: And if any Person shall utter any Words of Sedition or Mutiny he shall suffer Death, or such other Punishment as a Court

Martial shall deem him to deserve: And if any Officer, Mariner, or Soldier; shall behave himself with Contempt to his superior Officer, such superior Officer being in the Execution of his Office, he shall be punished according to the Nature of his Offence by the Judgement of a Court Martial.

20. If any Person in the Fleet shall conceal any traitorous, or mutinous Practice, or Design, being convicted thereof, &c. he shall suffer Death; and if any Person shall conceal any traitorous or mutinous Words spoken by any, to the Prejudice of his Majesty or Government, or any Words, Practices, or Designs, tending to the Hindrance of the Service, and shall not forthwith reveal the same to the Commanding Officer, or being present at any Mutiny or Sedition, shall not use his utmost Endeavours to suppress the same, he shall be punished as a Court Martial thinks he deserves.

21. *Sec. II.*  
*P. 695.*

21. If any Person in the Fleet shall find a Cause of Complaint of the Unwholesomeness of the Victual, or other just Ground, he shall quietly make the same known to his Superior, or Captain, or Commander in chief, as the Occasion may deserve, that such present Remedy may be had as the Matter may require; and the said Superior, &c. shall, as far as he is able, cause the same to be presently remedied; and no Person upon such, or any other Pretence, shall attempt to stir up any Disturbance, upon Pain of such Punishment as a Court Martial shall think fit to inflict, &c.

22. If any Officer or other Person in the Fleet shall strike any of his superior Officers, or draw, or offer to draw, or lift up any Weapon against him, being in the Execution of his Office, on any Pretence whatsoever, and be convicted thereof, &c. he shall suffer Death; and if any Person shall presume to quarrel with any of his superior Officers, being in the Execution of his Office, or shall disobey any lawful Command of any of his superior Officers, and be convicted thereof, &c. he shall suffer Death, &c.

23. If any Person in the Fleet shall quarrel, or fight with any other Person in the Fleet, or use reproachful or provoking Speeches, or Gestures, tending to make any Quarrel or Disturbance, he shall, upon being convicted, suffer such Punishment as the Offence shall deserve, and a Court Martial shall impose.

24. There shall be no wasteful Expence of any Powder, Shot, Ammunition, or other Stores in the Fleet, nor any Embezzlement thereof, but the Stores and Provisions shall be carefully preserved, upon Pain of such Punishment to the Offenders, Abettors, Buyers, and Receivers, being Persons subject to Naval Discipline, as shall be by a Court Martial found just.

25. Every Person in the Fleet, who shall unlawfully burn, or set Fire to any Magazine or Store of Powder, or Ship, Boat, Ketch, Hoy, or Vessel, or Tackle, or Furniture thereunto belonging, not then appertaining to an Enemy, Pirate, or Rebel, being convicted of any such Offence, by the Sentence of a Court Martial, shall suffer Death.

*P. 696.*

26. Care shall be taken in the conducting and steering any of his Majesty's Ships, that through Wilfulness, Negligence, or other Defaults, no Ship be stranded, or run upon any Rocks or Sands, or split, or hazarded, upon Pain that such as shall be found guilty therein, be punished by Death, &c.

27. No Person in, or belonging to the Fleet, shall sleep upon his Watch, negligently perform the Duty imposed upon him, or forsake his Station upon Pain of Death, &c.

28. All Murders committed by any Person in the Fleet, shall be punished with Death, &c.

29. If any Person in the Fleet shall commit the unnatural and detestable Sin of Buggery or Sodomy, with Man or Beast, he shall be punished with Death, &c.

30. All Robbery committed by any Person in the Fleet, shall be punished with Death, &c.

31. Every Officer, or other Person in the Fleet, who shall knowingly make, or sign a false Muster, or Muster Book, or who shall command, counsel, or procure the making or signing thereof, shall, upon Proof of any such Offence, &c. be cashiered, and rendered incapable of further Employment in his Majesty's Naval Service.

32. No Provost-Marshal belonging to the Fleet shall refuse to apprehend any Criminal, whom he shall be authorized, by legal Warrant, to apprehend, or to receive, or keep any Prisoner committed to his Charge, or wilfully suffer him to escape, being once in his Custody, or dismiss him without lawful Order, upon Pain of such Punishment as a Court Martial shall deem him to deserve; and all Officers, and others in the Fleet, shall do their Endeavour to detect, apprehend, and bring to Punishment all Offenders, and shall assist the Officers appointed for that Purpose therein, upon Pain of being proceeded against, and punished by a Court Martial, &c.

33. If any Flag Officer, Captain, or Commander, or Lieutenant belonging to the Fleet, shall be convicted before a Court Martial, of behaving in a scandalous, infamous, cruel, oppressive, or fraudulent Manner, unbecoming the Character of an Officer, he shall be dismissed from his Majesty's Service.

34. Every Person being in actual Service, and full Pay, and Part of the Crew belonging to any of his Majesty's Ships of War, who shall be guilty of Mutiny, Desertion, or Disobedience to any lawful Command, in any Part of his Majesty's Dominions on Shore, when in actual Service relative to the Fleet, shall be liable to be tried by a Court Martial, and suffer the like Punishment for every such Offence as if the same had been committed at Sea.

35. If any Person who shall be in actual Service, and full Pay in his Majesty's Ships of War, shall commit upon the Shore, in any Place out of his Majesty's Dominions, any of the Crimes punishable by these Articles and Orders, he shall be liable to be tried and punished for the same, in like Manner, as if the said Crimes had been committed at Sea.

36. All other Crimes, not capital, committed by any Person in the Fleet, which are not mentioned in this Act, or for which no Punishment is hereby directed to be inflicted, shall be punished according to the Laws and Customs in such Cases used at Sea.

No Person convicted of any Offence, shall, by the Sentence of any Court Martial, be adjudged to be imprisoned for a longer Term than two Years.

No Court Martial shall proceed to the Punishment, or Trial of any Offence, except the Offences specified in the 5th, 34th, and 35th of the foregoing Articles and Orders, which shall not be committed upon the main Sea, or in great Rivers only, beneath the Bridges of the said Rivers nigh to the Sea, or in any Haven, River, or Creek, within the Jurisdiction of the Admiralty, and which shall not be committed by such Persons, as, at the Time of the Offence, shall be in actual Service, and full Pay in the Fleet; such Persons only excepted, and for such Offences only, as are described in the 5th and the foregoing Articles and Orders.

No Court Martial, constituted by Virtue of this Act, shall proceed to the Punishment or Trial of any Land Officer or Soldier, on board any Transport Ship, for any Offences specified in the said Articles.

From and after the 25th of December, 1749, the Lord High Admiral of Great-Britain, or the Commissioners for executing the said Office, are empowered to grant Commissions to the Commanders in chief of any Fleet or Squadron of Ships of War, to call and assemble Courts Martial, consisting of Commanders and Captains, and if such Commander in Chief shall die, be recalled or removed from his Command, then the Officer upon whom the said Command shall from Time to Time devolve, shall have the same Power to call and assemble Courts Martial, as the first Commander in Chief shall be invested with.

No Commander in Chief of any Fleet or Squadron of his Majesty's Ships, or Detachment thereof, consisting of more than five Ships, shall preside at any Court Martial in foreign Parts; but the next Officer in Command shall hold such Court Martial and preside thereat.

From and after the 25th Day of December, 1749, if any Commander in Chief in foreign Parts shall detach any Part of his Fleet or Squadron, he shall by Writing, under his Hand, empower the chief Commander of the Squadron or Detachment



Detachment ordered on such separate Service, and in Case of his Death or Removal, the Officer to whom the Command shall belong, to hold Courts Martial during the Time of such separate Service, or until he shall return to his Commander in Chief, or shall come under the Command of any other his superior Officer, or return to *Great-Britain or Ireland*.

22 Geo. II.  
P. 700.

Where any material Objection occurs, which may render it improper for the Person, next in Command to the senior Officer, or Commander in Chief of any Fleet or Squadron, in foreign Parts, to hold Courts Martial or preside thereat, the Lord High Admiral, or the Commissioners for executing the said Office, as also the Commander in Chief of such Fleet or Squadron, may appoint the third Officer in Command to preside at or hold such Court Martial.

From and after the 25th of *December, 1749*, the Lord High Admiral, or the Commissioners for executing the said Office, are empowered to direct any Flag Officer or Captain of any of his Majesty's Ships of War who shall be in any Port of *Great-Britain or Ireland*, to hold Courts Martial in such Port, provided such Officer be the first, second, or third in Command in such Port, as shall be found most expedient, and for the Good of the Service; and such Flag Officer or Captain shall preside thereat.

From and after the 25th of *December, 1749*, no Court Martial shall consist of more than thirteen, or of less than five Persons, to be composed of such Flag Officers, Captains, or Commanders, then and there present, as are next in Seniority to the Officer who presides at the Court Martial.

The Lord High Admiral, or the Commissioners for executing the said Office, or any Officer empowered to order or hold Courts Martial, shall not direct or ascertain the particular Number of Persons of which any Court Martial shall consist.

P. 701.

If any Court Martial shall be appointed to be held at any Place where there are not less than three, nor yet so many as five Officers of the Degree of a Post Captain, or of a superior Rank to be found, the Officer who is to preside shall call to his Assistance as many of the Commanders of his Majesty's Vessels under that Rank as, together with the Post Captains, will make up the Number of five, to hold such Court Martial.

From and after the 25th of *December, 1749*, no Member of a Court Martial, after Trial is begun, shall go on Shore till Sentence be given, but remain on board the Ship in which the Court shall first assemble, except in Case of Sickness, to be judged of by the Court, upon Pain of being cashiered; nor shall the Proceedings of the Court be delayed by the Absence of any Members, provided a sufficient Number remain to compose the Court, which shall sit from Day to Day, *Sunday* always excepted, until Sentence be given.

From and after the said 25th of *December* all the Officers present, who are to constitute a Court Martial for the Trial of Offenders, shall, before they proceed to Trial, take an Oath before the Court, to be administered by the Judge Advocate or his Deputy, in the Words following, *viz.*

" I *A. B.* do swear, that I will duly administer Justice, according to the Articles and Orders established by an Act passed in the twenty-second Year of the Reign of his Majesty King *George* the Second, for amending, explaining, and reducing into one Act of Parliament, the Laws relating to the Government of his Majesty's Ships, Vessels, and Forces by Sea, without Partiality, Favour, or Affection; and if any Case shall arise, which is not particularly mentioned in the said Articles and Orders, I will duly administer Justice according to my Conscience, the best of my Understanding, and the Custom of the Navy in the like Cases; and I do further swear, that I will not upon any Account, at any Time whatsoever, disclose or discover the Vote or Opinion of any particular Member of this Court Martial, unless thereunto required by Act of Parliament. *So help me God.*"

And so soon as the said Oath shall have been administered to the respective Members, the President of the Court shall administer to the Judge Advocate, or the Person officiating as such, an Oath in the following Words:

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" I *A. B.* do swear, that I will not, upon any Account, at any Time whatsoever, <sup>21 Geo. II.</sup>  
 " disclose or discover the Vote or Opinion of any particular Member of this <sup>P. 702.</sup>  
 " Court Martial, unless thereunto required by Act of Parliament.

" *So help me God.*"

If any Person in the Fleet, being called upon to give Evidence at any Court Martial, shall refuse to give Evidence upon Oath, or shall prevaricate, or behave with Contempt to the Court, such Court Martial is impowered to commit the Offender, for any Time not exceeding three Months, in Case of such Refusal or Prevarication, nor longer than one Month in Case of such Contempt; and every Person who shall either commit, or corruptly procure or suborn any Person to commit wilful Perjury, shall be prosecuted in the *King's Bench* by Indictment or Information; and every Issue joined thereon shall be tried by a Jury of *Middlesex*, or such other County as the said Court shall direct; and the Offender, upon Conviction, shall suffer the Pains and Penalties enacted to be inflicted for the like Offences by an Act of 5 *Eliz.* and 2 *Geo. II.* &c.

In every such Information or Indictment, it shall be sufficient to set forth the <sup>P. 703.</sup>  
 Offences charged upon the Defendant, without setting forth the Commission for holding the Court Martial, or the particular Matter tried, or directed to be tried, before such Court.

From and after the 25th of *December*, 1749, no Sentence of Death given by any Court Martial held within the *Narrow Seas*, except in Cases of Mutiny, shall be executed till after Report of the Proceedings shall have been made to the Lord High Admiral, or the Commissioners for executing the said Office, and his or their Direction shall have been given therein; and if the said Court shall have been held beyond the *Narrow Seas*, then such Sentence of Death shall not be executed but by Order of the Commander of the Fleet or Squadron wherein Sentence was passed; and where Sentence of Death shall be passed in any Squadron detached from any other Fleet or Squadron upon a separate Service, then such Sentence, except in Cases of Mutiny, shall not be executed but by Order of the Commander of the Fleet or Squadron from which such Detachment shall have been made, or of the Lord High Admiral, or the Commissioners for executing the said Office; and where Sentence of Death shall be passed in any Court held by the senior Officer of five or more Ships which shall happen to meet in foreign Parts, then such Sentence, except in Cases of Mutiny, shall not be executed but by Order of the Lord High Admiral, or Commissioners for executing the said Office.

The Judge Advocate, or his Deputy, is to administer an Oath to Witnesses at <sup>P. 704.</sup>  
 any Trial by a Court Martial; and in the Absence of the Judge Advocate, or his Deputy, the Court shall appoint any Person to execute the said Office.

From and after the 25th of *December*, 1749, all the Powers given by the several Articles and Orders established by this Act shall be in Force, with respect to the Crews of such of his Majesty's Ships as shall be wrecked, or be otherwise lost or destroyed; and all the Command and Authority given to the Officers shall be in Force as effectually as if such Ships, to which they did belong, were not so wrecked or destroyed, until they shall be discharged from his Majesty's further Service, or removed into some other Ship of War, or until a Court Martial be held to enquire into the Causes of the Loss of the said Ship; and if it shall appear, by the Sentence of the Court, that the said Officers or Seamen did their utmost to preserve or recover the said Ship, and since the Loss thereof have behaved obediently to their superior Officers, according to the Discipline of the Navy and the Articles aforesaid, then all the Pay and Wages of the said Officers and Seamen, or of such of them as shall have done their Duty, shall be paid to the Time of their Discharge or Death; or, if they shall be then alive, to the Time of the holding of such Court Martial, or their Removal into some other of his Majesty's Ships; and every Person who, after the Wreck or Loss of his Ship, shall act contrary to the Discipline of the Navy, and the Articles and Orders aforesaid, shall be sentenced by the said Court Martial, and punished, as if the Ship to which he did belong was not so wrecked or destroyed.

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From and after the said 25th of *December*, all the Pay and Wages of such Officers and Seamen of any of his Majesty's Ships as are taken by the Enemy, and, upon Enquiry at a Court Martial, shall appear by the Sentence of the said Court to have done their utmost to defend the said Ship, and since the taking thereof to have behaved obediently to their superior Officers, according to the Discipline of the Navy and the Articles aforesaid, shall be paid from the Time of their being so taken to the Time of the holding of such Court Martial, or until they shall be discharged from his Majesty's Service, or removed into some other Ship of War, or, if they shall die in Captivity, or before the holding of such Court Martial, to the Time of their Death, in such Manner as if the Ship to which they did belong respectively was not so taken.

22 Geo. II.  
P. 705.

No Person, not flying from Justice, shall be tried or punished by any Court Martial for any Offence against this Act, unless Complaint of such Offence be made in Writing to the Lord High Admiral, or to the Commissioners for executing the said Office, or any Commander in Chief of his Majesty's Squadrons or Ships empowered to hold Courts Martial; or unless a Court Martial to try such Offender shall be ordered by the Lord High Admiral, or the Commissioners for executing the said Office, or the said Commander in Chief, either within three Years after such Offence shall be committed, or within one Year after the Return of the Ship or Squadron, to which such Offender shall belong, into any of the Ports of *Great-Britain or Ireland*, or within one Year after the Return of such Offender into *Great-Britain or Ireland*.

P. 706. From and after the said 25th of *December*, if any Captain or other Officer of the Fleet shall receive, or suffer to be received on board, any Goods or Merchandizes, contrary to the true Intent and Meaning of the eighteenth Article of this Act, he shall for every such Offence, over and above any Punishment inflicted by this Act, forfeit and pay the Value of such Goods and Merchandizes, or the Sum of 500*l.* at the Election of the Informers, or Person who shall sue for the same, so that no more than one of these Forfeitures shall be sued for and recovered against the same Person for one and the same Offence; one Moiety to the Informer, and the other to *Greenwich Hospital, &c.*

P. 707. This Act shall not extend to take away from the Lord High Admiral, or the Commissioners for executing the said Office, or any Vice Admiral, or Judge of the Admiralty, or his or their Deputies, or any Officers or Ministers of the Admiralty, or others having or claiming any Admiral Power or Authority within this Realm, or any other the King's Dominions, or from any Person or Court whatsoever, any Power, Right, Jurisdiction, Pre-eminence, or Authority, which any of them lawfully hath, or had, or ought to have and enjoy before the making of this Act, so as the same Person shall not be punished twice for the same Offence.

The Repeal of the before-recited Statutes, or any Thing herein contained, shall not discharge or prevent any Prosecution or Suit which is or shall be commenced against any Person, for any Offence committed on or before the said 25th of *December*, 1749, or to be committed against the said Statutes; but all Persons who have been, or shall, before the said 25th of *December*, be guilty of any such Offence, shall and may be prosecuted, condemned, and punished for the same, as well after as before the said 25th of *December*, as if the said Statutes had not been repealed.

Since the above Act the following was made, for the Encouragement of Seamen to enter into his Majesty's Service, during the War begun in 1756.

31 Geo. II.

The Preamble sets forth, that the Encouragement of Seamen, employed in the Royal Navy, will greatly tend to augment the Marine Force of this Realm, whereon, under the good Providence and Protection of God, the Security of these Kingdoms, and the Support and Preservation of their Commerce, do most immediately depend: And that, by an Act 1 Geo. II. and another of the same Session, several Provisions and Regulations were enacted and prescribed for the Benefit and Encouragement of Seamen employed in the Royal Navy, and for preventing Frauds and Abuses in purchasing their Wages; which Provisions and Regulations, from various Difficulties in carrying the same into Execution, have

have been found in a great Measure ineffectual to answer the Purpose thereby intended: And that the establishing a regular Method for the punctual, frequent, and certain Payment of the Wages or Pay due to inferior Officers and Seamen employed in the Royal Navy; the enabling such Officers and Seamen more easily and readily to obtain such Payments, and to allot and remit any Part thereof, for the Support and Relief of their Wives and Families; and the preventing, as far as may be, the Unwary, the Ignorant, or the Neceffitous, from being defrauded and injured by the Extortion and Usury of wicked and evil designing Persons, are of the utmost Consequence to the publick Service: Therefore, for effectuating these important and compassionate Purposes, *It is enacted*, that from and after November 1, 1758, every Volunteer, who shall enter his Name with a Commission Officer, appointed for entering Volunteers in the Royal Navy, and shall receive from him a Certificate thereof, which is to be given him *gratis*, is entitled to Wages from the Date thereof, including the Day of the Date, if he appears on board within fourteen Days, if the Ship is not above one hundred Miles from the Place of entering; twenty Days if above one hundred Miles; or thirty Days if above two hundred Miles; and shall be allowed the usual Conduct Money, and also two Months Wages Advance, at the first fitting out the Ship, and before the Ship proceeds to Sea.

Every supernumerary Man serving ten Days in any Ship, shall be borne for and entitled to his Wages upon the Books of such Ship, and to all other Benefits, as if he was Part of the Complement: But Men lent from one Ship to another, shall continue to be borne for the Ship from which they were lent, till discharged.

Every inferior Officer or Seaman, who shall be turned over from one Ship to another, in Case the Ship into which he is turned over, is then, or shall, come into a Port of *Great-Britain*, where there is a Commissioner of the Navy, shall be paid all the Wages due to him in the Ship from which he was turned over, before the Ship in which he was turned over shall proceed to Sea, unless directed otherwise by special Order from the Admiralty, in Cases of the greatest Exigency only; and if the Ship proceed to Sea, the Wages shall be paid as soon as such Ship shall come again into any Port of *Great-Britain*, where there is a Commissioner.

Every Officer or Seaman, who shall be turned over, shall not be rated in a lower Degree than he served in the former Ship; and above his Wages, shall receive two Months Advance before the Ship shall proceed to Sea.

As often as any Ship, which shall have been in Sea Pay twelve Months or more, shall arrive in any Port of *Great-Britain*, or on the Coast thereof, the Master shall cause five complete Pay-Books to be made out for the Time such Ships shall have been in Pay, except the last six Months, and transmit such Books, together with three Alphabets, and a Slop-Book to the Navy-Board: And as soon as such Ship shall arrive in any Port of *Great-Britain*, where there is a Commissioner, immediate Payment shall be made of the Wages due to the Officers and Seamen, their Executors, &c. deducting the Advance Money and all Defalcations, leaving always six Months' Wages unpaid and no more. And all Wages, due to any Ships, shall be paid as soon as may be, or within two Months at farthest, after the Arrival of such Ship in Port to be laid up.

If any inferior Officer or Seaman, who was absent at the Payment of his Ship, or his Captain for him, shall apply to the Navy-Board, in Case such Ship shall be in any Port of *Great-Britain*, where there is a Commissioner, the Pay-Lists shall be sent to such Commissioner, who shall forthwith cause the Wages to be paid to such Person.

The Commander shall make out a Ticket upon the Death of every Petty Officer or Seaman, and shall transmit the same to the Navy-Board, who are to cause the Day of Receipt to be indorsed thereon, and shall examine and sign the same for Payment within one Month after the Receipt thereof: And the same shall be delivered, and Payment thereof made, without Fee or Reward,

ward, to the Executors, Administrators, or Attorney, or the Executors, &c. of such Officer or Seamen.

When any inferior Officer or Seaman shall be rendered unserviceable, the Commander shall give him a Certificate of his Discharge, and make out a Ticket for his Pay, unless the Ships shall be in some Port of *Great-Britain*, or on the Coast thereof, or shall belong to some Squadron from which he is not separated; in which Case he is to make a Report to the Commander in Chief, and receive his Orders thereupon, and shall send the Ticket to the Navy-Board; and deliver only to such Officer or Seaman the Certificate of his Discharge, containing an exact Copy of the Ticket, and a Description of his Person. The Commissioners of the Navy shall cause the Day when such Ticket was received, to be indorsed thereon; and, after Examination, shall assign the same for Payment, within one Month at farthest after making such Indorsement. And if any Officer or Seaman shall present such Certificate at the Navy-Office, the Commissioners are forthwith to examine such Certificate, and the Person presenting the same; and being satisfied therein, shall testify the same on the Certificate; and the Ticket shall be immediately delivered him, and the Money paid at the Pay-Office to such Officer or Seaman only, without Fee or Reward. If the Tickets shall not have been transmitted to the Navy-Office, the Money appearing to be due by the Copy, shall be paid as if the Certificate had been received. Such Officer or Seaman, being desirous to receive his Wages at any Port of *Great-Britain*, where a Commissioner resides, may produce his Certificate to him, who being satisfied of the Truth thereof shall sign and transmit the same to the Navy-Board; who, within four Days after receiving it, are to send the Ticket if received, otherwise a Copy of the Certificate, to the Commissioner at such Port, who shall cause immediate Payment thereof to be made, without Fee or Reward. And send such Officer or Seaman to the nearest Hospital, where he is to be received and victualled, from the Time of presenting such Certificate until Payment is made.

If such Certificate be lost or destroyed, or not presented in Person, or the Money paid before the general Payment of the Ship's Company, the Ticket shall be cancelled, and the Wages paid as if no Ticket had been made out.

When any inferior Officer or Seaman shall, by Order of the Commander, be set ashore, and be sent to any Hospital or sick Quarters, such Commander shall make out a sick Ticket for the Wages due to such Person, and transmit the same with such Officer or Seaman to such Hospital or sick Quarters; and if he shall be regularly discharged from thence as unserviceable, a Certificate of his Discharge with the sick Ticket annexed, shall be delivered to him; and if he shall present the same to a Commissioner at any Port of *Great-Britain*, such Commissioner, being satisfied thereof, shall sign the same on the Certificate, and transmit the Certificate and sick Ticket to the Navy-Board, who are to cause the Day it was received to be indorsed thereon, and also to cause it to be examined by the Muster-Books, if received; and then within four Days, to cause a Ticket or Pay-List to be made out for such Person's Wages, and to send the same to the Commissioner; who shall cause immediate Payment to be made of the Wages of such Seaman, without Fee or Reward; who, notwithstanding such Discharge, shall be maintained in such Hospital or sick Quarters, until the Payment be made.

The Payment of Tickets, Certificates, or Pay-Lists, shall not be delayed, though the Muster or Pay-Books shall not be regularly received at the Navy-Board; but if any Errors shall be made in any Certificate, Ticket, or Pay-List, the Loss shall be made good out of the Commander's Wages.

As often as any Ship, which shall not be in the Port of *Great-Britain*, or on the Coast thereof, shall have twelve Months' Wages due, the Commander shall cause the Inferior Officers and Seamen's Names to be called over, and shall do the same whenever twelve Months' Wages shall be due; and if any of them shall deliver in Writing the Name and Place of Abode of his Wife, Father, or Mother, and desire, that the Whole or any Part of such Wages then due,



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except the last six Months, should be paid to his said Wife, Father, or Mother, by the Receiver-General of the Land-Tax, Collector of the Customs, Collector of the Excise, or Clerk of the Cheque at any Dock-Yard, the Commander is to send a List of such Persons to the Navy-Board, who shall make out two Bills for the Payment of the Wages so allotted by each Person, one of them to be sent to the Persons respectively specified in such Lists, and the other to the Receiver, &c. And if the Person to whom any such Bill is sent, shall, within six Months of the Date thereof, produce the same to such Receiver, &c. together with a Certificate, properly authenticated of their being the Wife, Father, or Mother, of such Officer or Seaman respectively, such Receiver, &c. upon being satisfied of the Truth of such Certificate, which he is to enquire into upon the Oath of the Person producing the same, is immediately, without Fee or Reward, to pay the Sum mentioned in such Bill, taking a Receipt. Such Bill, together with the Duplicate thereof, being produced at the Navy-Office, shall be immediately assigned for Payment by the Commissioners of the Navy, and repaid by the Treasurer to such Receiver, &c. or their Orders: But if Payment of the Bill be not demanded within six Months, the Sum contained in such Bill, is to be repaid to such inferior Officer or Seaman, &c.

In like Manner when Wages shall be paid at the Pay-Office or any of the Out-Ports, any inferior Officer or Seaman, desirous to remit the Whole or any Part of his Wages to his Wife, Children, Parents, or any other Person, may have a Bill for the same, as in the last Clause.

If any Receiver, &c. shall not have in his Hands publick Money sufficient to pay any Bill tendered, and shall refuse Payment thereof, he is to indorse on the Back of the Bill the Cause of his Delay, and appoint for Payment some Day within two Months. And if any Receiver, &c. shall unnecessarily refuse Payment, or he or any Person employed under him, take any Gratuity for such Payment, any three Commissioners of the Branch of Business he is under, may fine such Person in any Sum not exceeding fifty Pounds; to be levied as are those for Offences against the Laws of Customs and Excise, and to be paid to the Informer.

The Wages, &c. earned by an indentured Apprentice, shall be paid to his Master, as hath been usual, unless such Apprentice was above eighteen Years of Age, when his Indentures were executed, or shall be rated as Servant to an Officer, to whom such Apprenticeship is not known; in which Case the Officer shall be entitled to the Pay, according to the Practice of the Navy.

Commanders of Ships are to transmit to the Navy-Board, complete Pay-Books, and Lists, and Tickets made out, and also once in two Months Muster-Books, not only for the said two Months, but from the Time the Ship shall have been in Commission, or was last paid; on Failure, the Navy-Board are not to grant them the General Certificate for their Wages, unless by particular Order from the Lords of the Admiralty, in Cases of Necessity, and its being made appear to them, that their Directions were complied with as far as the Nature of the Service would admit, and as safe Opportunities offered: And if any Commander shall not exculpate himself within twelve Months after his Arrival in Great-Britain, he shall forfeit all his Wages to the Chest at Chatham; and be liable to such other Punishment, not extending to Life and Limb, as a Court Martial shall inflict.

No Letters of Attorney made by inferior Officers or Seamen, or their Executors, &c. shall be valid, unless declared therein revocable, and unless the same be signed before and attested by the Commander, and another of the signing Officers, or by a Clerk of the Cheque; and if made after such Person shall be discharged from the Service, then to be signed before, and attested by, the Chief Magistrate where such Seamen shall reside; or if made by Executors, &c. to be signed before, and attested by, the Minister and Churchwardens, or in Scotland, by the Minister and two Elders, of the Parish where such Executors, &c. reside.

## JURISDICTION OF THE ADMIRALTY.

All Letters of Attorney, other than such as are made and attested as aforesaid, are null and void.

No more than 1*l*. shall be taken by any Ecclesiastical Court, &c. for the Probate of any Will or Letter of Administration, granted to the Widows, Children, Parents, Brothers, or Sisters, of inferior Officers, Seamen, or Mariners dying in the Service, and for attending the same, unless the Goods and Chattels are of the Value of 20*l*. nor more than 2*l*. unless the Value of 40*l*. nor more than 3*l*. unless the Value of 60*l*. nor more than 1*l*. for issuing Commissions to swear such Widows, &c. being Executors or Administrators to inferior Officers, &c. unless the Goods and Chattels are of the Value of 20*l*. nor more than 2*l*. unless of the Value of 40*l*. nor more than 3*l*. unless of the Value of 60*l*. under Penalty of 10*l*. to be paid by the Offender to the Party aggrieved, to be recovered with full Costs of Suit in any Court of Record.

Whosoever shall personate or assume the Name or Character, or procure any other, to personate or falsely to assume the Name or Character of any Officer, Seaman, or other Person, intitled to Wages, &c. for Service done in the Royal Navy, or of the Executor, Administrator, Wife, Relation, or Creditor, of any Officer, &c. in Order to receive any Wages, &c. or shall forge or counterfeit, or procure to be forged or counterfeited, any Letter of Attorney, or other Power in Order to receive any Wages, &c. or shall willingly or knowingly take a false Oath, or procure a false Oath to be taken, to obtain the Probate of a Will or Letters of Administration, in Order to receive any Wages, &c. due, or supposed to be due, shall be guilty of Felony, and suffer Death.

When the Pay-Books are closed, Tickets shall be made out, on Application to the Navy-Board, to the Seamen who shall not have received their Wages, and such Tickets shall be paid in Course once a Month.

*British* Governors, Ministers, and Consuls, residing at foreign Parts, or any two *British* Merchants, are required to provide for Seafaring Men and Boys, Subjects of *Great-Britain*, who shall be in foreign Parts by Shipwreck, Capture, or other unavoidable Accidents, or who shall be discharged as unserviceable from the *British* Navy, and subsist them at Sixpence *per Diem* each, and send them Home as soon as possible in any *British* Ships.

The Bills of their Disbursements, with Vouchers, are to be sent to the Navy-Board, who are to cause immediate Payment. And every Master of a Ship is to take so many as the said Governors, &c. shall direct, not exceeding four to every hundred Tons. Such Masters to be allowed Sixpence *per Diem*, for all such as shall exceed their Complement, upon producing a Certificate from the Governors, &c. of the Number taken on board, and making Affidavit of the Time they were subsisted, and that they did not want of their Complement, or how many they did want of their Complement, and for what Time.

No Volunteer shall be liable to be taken out of his Majesty's Service by any Process, except for some criminal Matter, unless for a real Debt, and unless the Plaintiff, or some other Person in his Behalf, make Affidavit that to his Knowledge, the Sum due to the Plaintiff with Costs of Suit amounts to 20*l*. at least, a Memorandum of which Oath is to be marked on the Back of the Writ or Process, for which no Fee shall be taken; and if any Person shall be arrested contrary to the Intent of this Act, any Judge of such Court may examine into the same on Oath, and discharge such Seaman without Fees, on Proof of his belonging to one of the King's Ships, and being arrested contrary to the Intent of this Act; and may award reasonable Costs, for Recovery whereof he shall have the same Remedy as the Plaintiff, if he had Judgement.

But Plaintiffs, upon Notice first given in Writing to such Seaman, or left at his last Place of Abode, may file a common Appearance, so as to entitle them to proceed to Judgement and Outlawry, and to have an Execution thereupon, except against the Bodies of such Seamen.

Persons employed to receive Seamen's Wages, Prize-Money, &c. shall take no more than Six-pence ½ the Pound; and if they shall take any more, to

forfeit 50*l.* with full Costs of Suit, to the Prosecutor: And if such Person belong to any Office in the Navy, he shall lose his Place, and be incapable of holding any Place of Profit in any such Office.

All Persons in Offices belonging to the Navy taking Fees, contrary to this Act, are liable to the same Penalty.

### Of Consuls.

OF all the Commercial Institutions established by modern Nations, for the Protection of the Rights and Privileges of Merchants, Masters of Ships, and Mariners, trading to and residing in each other's Dominions, none deserves our Attention more than that of the Appointment of Consuls, whose Office, Duties, Privileges, and Powers, will be the Subject of this Chapter. It is a high-sounding Title; but bears no Affinity to that of the Consuls of the ancient Roman Commonwealth, who were supreme Magistrates, Generals, and Legislators: Whereas the Officer we are now treating of has no Jurisdiction beyond the Limits of commercial Concerns, neither does his Authority extend to any Persons who are not the natural-born Subjects of the Prince from whom he receives his Commission.

The Institution has been found so necessary and useful, that all the Maritime Powers of Europe have adopted it. Consuls from each reside in the Sea-Port Towns, and, in some Instances, in the Capitals of the different Nations with whom they respectively carry on any considerable Commerce. In France, they have likewise a Consular Office and Jurisdiction of an especial Nature, being instituted for the internal Regulation of Trade and Commerce in their own Ports. But as these have no Relation to the general Establishment of Consuls in foreign Countries, I shall refer those, who may have any particular Interests in such a Detail, to the very long and accurate Account of the *French Judge-Consuls* in *Posseltwayte's Universal Dictionary of Trade and Commerce, Article CONSULS*; translated from the French of *Monsr. SAVA'Y, Folio, 2 Vols. Fourth Edit. Lond. 1774*; and shall proceed to the Appointment of *British Consuls*.

Our Consuls were originally elected by the *British* Merchants, residing in foreign Ports, from amongst their own Body; and being recommended by them to the Secretary of State for the Department in which the Ports were situated, the Secretary laid the Recommendation before the King, who confirmed the Election, and issued the Commission under his Sign Manual accordingly: This laudable Custom was founded upon clear Demonstration, that Merchants residing upon the Spot were the best Judges of the commercial Interest of their own Country, and best able to promote its Increase, and to prevent its Diminution. But, in Process of Time, the Corruption of Court Favour and Court Influence extended itself to this as well as to all other Offices held under the Crown. Ministers of State established a Claim to dispose of all Offices of Honour and Profit, subject to the Jurisdiction of their respective Departments. Their Recommendation, then, whether proceeding from Friendship or Purchase, was substituted in the Place of that of the Merchant; and Men were appointed from Home, who were so far from being qualified, that very often they had not had a commercial Education. At present the Appointment lies with the two Secretaries of State for the *Southern* and the *Northern* Provinces. The *Northern* Secretary appoints all the Consuls residing in the *Northern* Kingdoms of Europe, and the *Southern* all those residing in the South. Some of our commercial corporate Companies, however, still retain the Privilege of appointing their own Consuls.

One Reason assigned for a Revolution in the Mode of appointing our Consuls was, that the Office of a Consul was incompatible with that of a Merchant, and that it was impossible for him to maintain the Dignity of his Office if he carried on Trade upon his own Account; for it might induce him to act partially upon many Occasions. This is so far true, that Consuls ought not

not to be suffered to trade; for, having Salaries annexed to their Office, they ought to decline all commercial Interest from the Time of their Appointment; and this Rule being observed, the Propriety of appointing Men who have been brought up in the mercantile Line still remains in full Force. The *French* strictly enjoin their Consuls in all foreign Countries not to carry on any Commerce whatever, under Penalty of Dismission from their Office. But the *British* Consuls, contrary to sound Policy, are still permitted to trade in all the Ports where it is not prohibited, as it ought to be, by the Sovereign of the Country. This Remark will be justified, when we come to the Consideration of the peculiar Duties of their Station.

The Admission of a Consul to reside and exercise his Functions in any Part of the Dominions of a foreign Power depends upon Circumstances. Where the Right of sending Consuls to reside in each other's Dominions is expressly stipulated in commercial Treaties, subsisting between the Crown of *Great-Britain* and the *States* to whom they are sent, they may object to the Person appointed, and by their Ambassador make Requisition for the Appointment of another, assigning proper Reasons for their Rejection of the first; but they cannot reject the King's Commission: Whereas those Potentates with whom we have no commercial Treaties, stipulating the Appointment of a Consul, may not only refuse the Person but the Commission itself, without Violation of the Peace and Amity subsisting between the Powers so refusing and this Country; for the Law of Nations does not include this Appointment; however, it is usual to grant Permission. Yet the Difference is essential, for the Consul, whose Residence is founded upon a Treaty, may proceed to much greater Lengths, in the Exercise of his Authority, than he who is only admitted by Permission; every Point, however clear, will be disputed with the latter by the Magistracy of the Place where he resides, jealous of their own Jurisdiction, and they will be supported by their Sovereign and his Ministers. This Distinction was not noticed in any of our commercial Works; and it is only by Experience that the Editor of this has been enabled to insert it, the *British* Consuls in the *Austrian Netherlands* being on Sufferance only. And, that we may establish this Distinction upon proper Authority, here follow the Copies of two Commissions, the first founded upon Treaty, the second on Permission only. They were formerly issued in *Latin*; but, since our Language has been perfectly understood in all the Courts of *Europe*, the Practice has been disused, and therefore it is unnecessary to give the *Latin* Form, as inserted in former Editions of this Work.

## I.

GEORGE, R.

**G**EORGE the Second, by the Grace of God, of *Great-Britain, France, and Ireland*, King, Defender of the Faith, &c. to all and singular to whom these Presents shall come, Greeting. Whereas it hath been found expedient that some Person of known Probity be appointed to act as Consul in the Town of *Alicant*, in the Kingdom of *Spain*, and to take Care of the Commerce of our Subjects, who reside or commonly go there to trade; Know ye, therefore, that We, entirely confiding in the Probity, Affection, Prudence, and Experience, especially in mercantile Affairs, of our trusty and faithful Subject, *Samuel Tucker*, Gentleman, have nominated and appointed, and by these Presents do nominate and appoint him our Consul in the said Town of *Alicant*, together with all its Members and Appurtenances; giving and granting unto him full Power and Commission to aid and protect all our Subjects that inhabit or frequent the said Town, its Territories and Jurisdiction, or who do, or who shall carry on a Trade, or transact Business in those Parts, Harbour, and Coasts; advising and assisting them, agreeable to the Articles and Treaties of Peace and Alliance relating to Trade, and firmly concluded between the Crowns of *Great-Britain* and *Spain*, and their respective Dominions; and to defend our Subjects, in Case of Need, in their Trade, Goods, and whatsoever else shall appertain

unto them, before all Judges and Magistrates; and to take Cognizance of, determine, and compose all Differences, Controversies, and Litigations, which do or may happen between them; and to defend and preserve them in every Thing relating to their Right, Liberty, and Freedom of mutual Trade and Commerce; and further, to substitute, as he shall think fit, one or more Deputies, or Vice-Consuls, to act for him in all and every of the aforesaid Places; and to do all and every Thing which may promote the Good of our Subjects, the Increase of mutual Friendship between the two Kingdoms and People, and the Freedom and Security of Commerce: And further, that he use and enjoy all and every the Rights, Honours, Immunities, Liberties, and Emoluments, which any other Consul in the aforesaid Town did or could of Right enjoy. And We earnestly intreat the most Serene and Potent Catholick King, Our Brother, and We desire all others whom it may in any wise concern, in a friendly Manner, what We strictly enjoin all Our Subjects by these Presents, that they acknowledge and admit the said *Samuel Tucker* as Our Consul in the aforesaid Town. In Witness whereof, We have caused these Our Letters to be made Patent, and signed and sealed with our own Hand. Given in our Palace at *St. James's* the Eleventh Day of *December*, in the Year of our Lord One Thousand Seven Hundred and Twenty-eight, and in the Second Year of our Reign.

*By his Majesty's Command,*

HOLLIS NEWCASTLE.

II.

GEORGE, R.

GEORGE the Third, by the Grace of God, King of *Great-Britain, France, and Ireland*, Defender of the Faith, &c. To our trusty and well-beloved *Michael Hatton*, Esq. Greeting. Whereas We have thought fit, for the Advancement of Trade and Commerce in the several Ports of *Ostend, Nieuport, and Bruges*, in the Province of *Flanders*, to constitute a proper Person to be our Consul in those Ports, who may, as there shall be Occasion, countenance and protect our Subjects, being Merchants there; We, in Consideration of the good Testimony We have received of your Loyalty to us, and of your Ability to serve the said Merchants, in the Execution of the Office of Consul in those Ports, do, by these Presents, constitute and appoint you, the said *Michael Hatton*, to be our Consul in the said Ports of *Ostend, Nieuport, and Bruges*, together with all their Members and Dependencies in the said Province of *Flanders*, and over all our Subjects who inhabit, frequent, or trade to the said Ports, their Members or Territories; to have, hold, exercise and enjoy the said Office of our Consul, by yourself, or your sufficient Deputy or Deputies, for and during our Pleasure, with all and singular the Rights, Profits, Privileges, and Immunities which you yourself have, or any other Consul heretofore hath enjoyed, or which any of our Consuls do or ought to have and enjoy, in any of the Dominions of any Princes or States where Consuls usually reside; and We do hereby enjoin and require all our Subjects dwelling in, frequenting, or trading to the said Places or Ports, to pay that Respect which is due to you as our Consul, and to your Deputy. Given at our Court at *St. James's* the Twentieth Day of *February*, 1761, in the first Year of our Reign.

*By his Majesty's Command,*

HOLDERNESS.

The *British* Consul has no Right to return Home, even for a short Space of Time, without applying for Leave of Absence to the Secretary of State; which having obtained, he is to appoint a Deputy or Deputies to take Care of the commercial Affairs of his Nation during his Absence: These are no more than temporary



temporary Deputies, and are generally Merchants of the Place. But if the Consul, holding some other Appointment from the Crown, is absent for a considerable Length of Time, or, being infirm, obtains Leave to remain in his native Country, the Deputy, appointed to reside constantly for him, may be appointed by him; but he must be presented to the Secretary of State, and being approved by him as the sufficient Deputy under the Commission, he becomes an Officer of the Crown, takes the Title of VICE-CONSUL, and carries on a Correspondence with the publick Officers, in every Respect the same as the Consul. And, though his Commission is signed by the Consul, being a Copy of his own with the requisite Alterations, he has no Power to remove the Vice-Consul, so appointed, without the Approbation of the Secretary of State. If there are any subordinate Deputyships within the Jurisdiction of the Consulship, it is the Vice-Consul, in this Case, who is to appoint Persons to act in those Stations, not the Consul, who has given up the entire Authority he held under the King's Commission.

In some Countries, as in *Portugal, Spain, and Italy*, where there is a Scarcity of British Subjects, it has been customary for the Consul-General to appoint Natives of such Countries to act as their Deputies at inferior Ports; but this is an unwarrantable and impolitick Practice, founded, like many others, upon avaricious Principles in our great Men, whose Salaries are amply sufficient to enable them to send for Deputies from Home.

A Consul is not, in the literal Sense of the Word, a publick Minister; but it is a Mistake to assert, that he has no State Affairs to transact; for it is expected from him, that he should correspond with the Ambassador from his Sovereign residing at the Court of the Prince within whose Dominions his consular Station lies, and send him Information of any Transactions, of what Nature soever, which may prove detrimental to the political or commercial Interests of his King and Country. And, in Case there is no Ambassador or other publick Minister residing at the said Court, he is to transmit his Intelligence directly Home to the Secretary of State, under whose Department he serves.

But though the Consul be not a publick Minister, under the Protection of the Law of Nations, he enjoys some important Privileges, annexed to his Office, which distinguish him from the private Inhabitants of the Place where he resides. These, where the Consul is admitted only by Permission from the Prince or State, are regulated generally by the customary Privileges granted to them in Countries where the Right of fixing Consuls is founded upon Treaties. The principal are, a free Entry for his Furniture and Baggage upon his first Establishment—An Exemption from the Excises, or inland Duties on Liquors, and other Articles of Consumption, for himself and Family—A Seat on the Bench with the Magistrates of the Place, when obliged to appear at their Assemblies to act as Counsel for the Subjects of his Nation, in all Cases of Dispute between them and the Natives of the Place—An Exemption from lodging the Military in his House—A Guard, when required, to aid and assist him in the Maintenance of his Authority over the Subjects of his own Country trading to the Port; which, however, does not extend to those who are constantly resident in the Place, and who, in all Cases, whether civil or criminal, as well as the Consul himself, are subject to the Jurisdiction of the Country—The Privilege of receiving a polite Message from the Magistrates, requesting his Attendance, when necessary, at their Assemblies, instead of a formal Summons or Citation, which, if he means to support the Dignity of his Sovereign, he must never obey. There are likewise some trifling personal Advantages; but, as they do not affect his Office, it is better to leave it to the good Sense of the Consul to discover, and use them with Discretion, than to mention them as Precedents in this Place, lest they should be too eagerly contended for, to the Detriment of the commercial Interests of his Country.

That the Difference between a Consul and a publick Minister may appear in the most striking Point of View, the following Case, inserted in the former Edition of this Work, is reprinted.

The Governor of *Cadix*, having once affronted and confined the *Dutch Wicqueart's* Consul, the *States General* complained thereof to the Court of *Madrid*, as of Rights of Ambassadors. P. 40. a Violence done to the *Law of Nations*, instead of urging the Non-Execution of those Treaties, from which alone they ought to have expected Safety for their pretended Minister, and not elsewhere. Some Years since, they attempted to make their Consul, who resided at *Genoa*, pass for a public Minister; but the *Senate* wrote them, that it did not acknowledge him as such, and that all which it could grant, or they expect for him, was the peaceable Fruition of those Rights and Privileges, which Custom had bestowed on this Kind of Employment: The Generality of Consuls are only Merchants, who, notwithstanding their Office of Judge in the Controversies that may arise among those of their own Nation, carry on at the same Time a Traffick, and are liable to the Laws of the Place where they reside, as well in civil as in criminal Matters, which is altogether inconsistent with the Quality of a public Minister; though where it is otherwise, and a Consul does not trade, I think a proportionable Regard and Respect ought to be paid, as due to his Character.

In the Year 1634, the Republick of *Venice* had almost broke with Pope *Urban VIII.* on Account of the Violence offered by the Governor of *Ancona*, to the Consul of that sage Senate, who, in State and Maritime Affairs, stands in the foremost Rank of Preceptors.

The Consul's Name was *Michael Oberti*, a Native of *Bergamo*, whose Family had discharged that Office for many Years; but the Governor suspecting his having given some Advices, that occasioned the Republick's Gallies to take some small Vessels belonging to *Ragusa*, for having smuggled the Duties that are paid in the Gulf, so persecuted the Consul, that he was forced on a Voyage to *Venice*, to acquaint the Senate therewith. He was no sooner departed, than the Governor put a Garrison in his House, and carried off his Furniture and Papers, even those which related to the Functions of his Employment; the Senate complained hereof, and demanded Reparation with so much Warmth, that the *French* Ambassador, apprehending they might proceed to an open Rupture with the Pope, endeavoured to adjust the Difference to the Satisfaction of the Parties offended; but before the Accommodation could be perfected, the Governor caused the Consul to be summoned, and for Contumacy condemned him to Banishment, under the Pretext, that during the Contagion which reigned, he had unladed Goods contrary to the Prohibition. There was more of Passion than Justice in this Sentence, as *Oberti* could prove that he had done nothing without the Magistrate's Approbation; so that this iniquitous and unjust Proceeding gave more Offence to the Senate than the first, and a Reputation of the *French* Ambassador's good Offices was necessary, to dispose the Minds of the jarring Parties to an Accommodation, which he at last accomplished, upon Condition, that the Governor should repeal the Outlawry and suffer *Oberti's* Re-establishment; and that the Senate, who should afterwards recall *Oberti*, should substitute in his Place whomsoever it pleased. *Michael* dying before all this could be executed, the Senate put his Brother in his Room; but this last was no sooner arrived at *Ancona*, than the Governor caused him to be imprisoned, and would not release him till he had given Security for his leaving the Town, and not returning.

The *French* Ministers, who had laboured in the Reconciliation, and engaged their Words for Performance of the Conditions, which, as above expressed, allowed the *Venetians* to nominate any other for Consul that they should think fit, were very much chagrined at this Proceeding; and the Senate, to shew its Repentment, refused Audience to the Nuncio, and forbade its Ambassador to ask one of the Pope, till they had received ample Satisfaction, which the Governor was forced to give.

We shall now give a general Sketch of the Functions of a *British* Consul residing in a foreign Port, and of the Respect and Obedience due to him from his Fellow Subjects, being Merchants, Masters of Ships, or Mariners, resorting

resorting to the said Port, a Subject which has been so totally neglected by our commercial Writers, that it is high Time to supply the Deficiency.

A *British* Consul, in Order to be properly qualified for his Employment, should take Care to make himself Master of the Language used by the Court and the Magistracy of the Country where he resides. If the common People of the Port use another, he must acquire that also, that he may be enabled to settle little Differences, without troubling the Magistracy of the Place for the Interposition of their Authority. Such are Accidents happening in the Harbour, of the Ships of one Nation running foul of and doing Damage to each other, &c. At *Ostend*, the vulgar Tongue is *Flemish*, but publick Business with the Magistracy and with the Court of *Brussels* is transacted in the *French* Language.

At his first Establishment, he should procure a *TARIFF*, or Specification of the Import Duties on all Commodities arriving at his Port from *Great-Britain* or *Ireland*. Also, of the Duties on all Commodities exported from the said Port, and destined for any Port belonging to the Dominions of his Sovereign. He must take especial Notice of all Prohibitions to prevent the Export or Import of any Articles, as well on the Part of the State wherein he resides, as of the King his Master; that he may admonish all *British* Subjects against carrying on an illicit Commerce to the Detriment of the Revenues, and in Violation of the Laws of either. And it is the more essential, that he should attend diligently to this Part of his Duty, because there are Merchants and Factors in every Country, who for selfish Ends will encourage Smuggling, and hazard the Detention, nay, even the Confiscation of Ships, and the Imprisonment of the Masters and Mariners to the great Injury of Owners, Freighters, and other Parties concerned.

It is his Duty likewise to make himself Master of the Municipal Laws of the Country; and of all the Ordinances of the Magistracy, that his Fellow Subjects may not be involved in Difficulties and Distresses, through Ignorance, or be fined and imprisoned through the Artifices of extortionate Farmers of the Inland Excises, or mercenary Officers of the Police, resembling our trading Justices. They are to consider themselves as the lawful Protectors of all *British* Subjects trading to, residing in, or travelling through the Places within their Jurisdiction, but more especially of all Masters of *British* Ships and Mariners: They are not to suffer the Natives to offer them any Insult, or do them any Wrong, nor the Custom-house or other Officers of the Government of the Country to impose on them, illegally to detain their Persons, Ships, or Merchandize, or exact Money from them on fraudulent Pretences; and in all Cases of this Nature, when the Consuls cannot obtain Redress from the Administration on the Spot, they are to prefer their Complaint by Memorial to the *British* Minister, residing at the Courts on which their Consulships depend. If there is no such Minister, they are to transmit the Memorial themselves to the Court, and failing of Redress, if the Complaint be well founded and important, the same should be transmitted to his Majesty's principal Secretary of State for that Province. They have a Right to demand Audience of the Prime Minister or Ministers of the Sovereign or State wherein they reside, as Persons invested with Publick Characters, in the Absence or Non-residence of Ambassadors, or other Publick Ministers from their own Sovereign. The Editor had frequent Occasion to demand it, in the Absence of the late Sir *James Porter*, his Majesty's Minister Plenipotentiary at the Court of *Brussels*, and he always obtained it with great Politeness from the late Count *Cobentzel*, Prime Minister for the *Austrian Netherlands*, a most accomplished Statesman—and from his late Royal Highness Prince *Charles* of *Lorraine*, Uncle to the present Emperor, Governor General of the Low Countries.

If any Insult or Outrage is offered to the Inhabitants of the Country where *British* Consuls reside, by *British* Subjects, the Magistrates before they proceed to the Punishment of the Offenders, will usually complain to the Consuls, who ought to interpose their Authority, to summon the offending Parties

Parties before them, and, if they will not appear voluntarily, to compel them by an armed Force: Upon their appearing, he is to order them to make immediate Satisfaction, and, if they refuse this, he must resign them to the Civil Jurisdiction of the Magistrates, or to the Military Law of the Garrison; always persisting, however, in being present, and acting as Counsel or Advocate, upon all Trials of *British* Subjects, whether their Lives or Properties be at Stake. But if an Accusation is brought against them for Offences, alledged to have been committed within the Dominions or Jurisdiction at Sea of their natural Sovereign, it is the Duty of a *British* Consul to claim Cognizance of the Cause for his Sovereign; to insist upon the Release of the Parties, if detained in Prison by the Magistracy of the Place, on any such Accusation brought before them; and that all judicial Proceedings against them do instantly cease. He is likewise to demand the Aid of the Power of the Country, Civil and Military, to enable him to secure and put the accused Parties on board such *British* Ship as he shall judge fit, that they may be conveyed to *Great-Britain*, to be tried by their proper Judges.

A remarkable Case of this Kind happened in the Beginning of the Year 1768, at *Osford*. *Peter Horsfman*, Master of a Merchant-Ship, was driven into that Port by Strefs of Weather, being bound for *Hamburg* from *Seville*. On his Passage he had anchored some Days off the *Mother-Bank*, *Spithead*; and during this Time his Sailors, as he alledged, had *mutinied*, and signed a *Round Robin* \*. Upon coming on Shore, the *British* Vice-Consul, *Mortimer*, being absent, his Duty having called him for a few Days to *Dunkirk*, he laid a Charge of Mutiny against three of his Men before the Magistrates, who caused them to be arrested by their Officers, threw them into Prison, loaded them with Irons, and would have proceeded to Trial; but upon the Vice-Consul's Return he presented a Memorial, insisting that the Men should be released, and given up to him, in order to their being sent to *England*, consigned to the Lord Warden of the Port of *Dover*, to be by him detained till Orders should arrive concerning them from the Court of Admiralty, the Offence, if committed at all, having happened within the territorial Jurisdiction of the King of *Great-Britain*. The Magistrates of *Osford* persisted in maintaining their Civil Jurisdiction over the Prisoners, and prepared without Delay for the Trial. The *British* Vice-Consul drew up a Memorial, and transmitted it to Sir *William Gordon*, his Majesty's Minister at *Brussels*: That Court gave evasive Answers; and the Vice-Consul, finding the Lives of *British* Mariners at Stake, applied to the Board of Admiralty at *London*, stating the Case. The Lords of the Admiralty sent the Case to their Solicitor, who gave it as his Opinion, that the Vice-Consul was perfectly in the Right; and that Lord *Weymouth*, Secretary of State for the *Northern* Department, ought to lay the Matter before the King, in such Manner that the *Imperial* Ambassador should be required instantly to write to *Vienna*, that Orders might be given to the Government of *Brussels* to stop all judicial Proceedings against the said Sailors, and to release them, which was done accordingly.

It is the Duty of *British* Consuls to recover all Wrecks, or Cables, Anchors, &c. belonging to the King's Ships, found at Sea by the Fishermen, or other Persons, and brought into the Ports where they reside; to pay the customary Salvage, and to inform the Navy-Board in *England* of his Proceedings thereon; also, to relieve all distressed *British* Mariners, to allow them *Six-pence* daily for their Support, to send them Home in the first *British* Vessels that sail for *England*, and to keep a regular Account of his Disbursements, which he is to transmit yearly, or oftener if required, to the Navy-Office, attested by two *British* Merchants of the Place.

He must likewise give free Passes to all poor *British* Subjects wishing to return Home, directed to the Captains of the King's *Pacquet-Boats*, or Ships of War, requiring them to take them on board.

\* A Sea-Term for a mutinous Conspiracy against the Captain, in which the Persons signing the Agreement write their Names in a Circle round the Paper, so that it may not appear who was the first or Ring-leader.

No Merchant-Ship of his Nation shall leave the Port wherein a *British* Consul resides without his *Passport*, which he shall not grant till all just Demands on the Master and the Crew from the Government of the Country be satisfied; and, for this Effect, he ought to see the Governor's Pass, if a garrisoned Town, or the Burgomaster's; unless the Merchant or Factor, to whom the Ship was consigned, makes himself responsible for all Consequences.

The Consul is the natural Arbitrator between the Masters of *British* Ships and the Freighters, being Inhabitants of the Place wherein he resides, and he must therefore attend, if required, at all Arbitrations where Property is concerned.

His Fees are regularly established in Countries where large Factories of his Nation are settled: In some Places they are regulated by the Burthen of the Ship, in others by the Length of the Voyage; but where there is no fixed Rule, they are regulated by Precedent. And it is remarkable, that the Consuls of other Nations are protected by the Sovereigns, and authorised to take the Consul's Fees; but the *British* have not any Authority whatever to support their Claim, where there is no commercial Treaty. If a Master refuses to pay, he cannot detain the Ship; for the Owners and Freighters would bring their Actions for Damages: But that excellent Chancellor, Lord *Hardwick*, held, that the Consul might send on board, and seize any Piece of valuable Furniture belonging to the Cabin, which would not hinder the Navigation of the Ship, and detain it for his Fee.

Another Hardship upon *British* Consuls is, that they are often obliged to imprison disorderly Seamen, upon the Complaint of their Masters, as an indispensable Duty of their Office; yet every one of these Seamen has it in his Power to bring his Action against the Consul for false Imprisonment in the Courts of Law in *England*, when it is probable the Master is on a Voyage in some other Part of the World.

Therefore, it is the Duty of the Consul to be very cautious how he confines or punishes *British* Seamen, or Masters of Ships, upon their mutual Complaints against each other; and to keep a regular and well-attested Account, fairly written in a Book for that Purpose, of all his official Transactions, entering therein—the Date of the Arrival of every *British* Ship, the Master's Name, Name of the Ship, Burthen, Quality of Lading, Place from whence she came, to whom consigned, and his Departure.

*British* Consuls should strictly mark the Progress of the Commerce of other Nations in the Places of their Residence, study the Means of improving that of their own, and transmit Intelligence to the Secretary of State, when it is upon the Decline, assigning the Causes, and proposing suitable Remedies.

Lastly, with Respect to Religion, they are to take Care to give no Offence themselves, nor suffer any Insult or Indecency to be offered by *British* Subjects to the established Religion of the Country; neither are they to make a publick Profession of their own, nor to hold Assemblies for Protestant Worship in Roman Catholick Countries, unless expressly stipulated by Treaty, or permitted: But, on the other Hand, being always allowed the free Exercise thereof privately in their own Houses, they are not to be molested therein, nor are they to be prevented attending or assembling at the Houses of their Consuls for such Purposes: And the said Consuls are to take Care that no Protestant be forced to comply with any of the Rites and Ceremonies of the Religion of the Country; such as compelling Parents to send their Children to be baptized by their Priests, or to be educated in the Romish Faith. Neither are they to suffer the Seizure of any Bibles, Common Prayers, or other religious Books, in the Houses of *British* Subjects, though such Books are strictly prohibited by the Laws of the Country to other Inhabitants. And, as Cases of this Kind sometimes happen, it may not be improper to observe, that a Book taken out of a House, by a Priest or Friar, should be claimed as the common Property of the Owner; and the Offender should be proceeded against at Common Law, not by Memorial; the Common Law of every Country affording Relief in such Instances.

The



The Office of a *British* Consul is much more difficult in Time of WAR than in Time of PEACE; especially on Account of the great Care he must take to prevent any Violation of the Neutrality of the Port in which he resides, by the Masters of *British* Merchant Ships: For which Reason, and because the System of the maritime Powers of *Europe* has just undergone a Revolution tending to diminish and restrain that universal Empire of the Seas heretofore claimed and maintained by *Great-Britain*, we have thought it right to introduce a new Chapter, on the Freedom of Navigation, immediately after the present, and before that on Insurance, as they seem to be Subjects intimately connected; for it is Part of the Consul's Duty to inform the Owners or Underwriters of a Ship, if required, whether the Master has or has not made void the Policy of Insurance by violating the Freedom of Navigation, or the Neutrality of Ports.

### Of Freedom of Navigation.

ALTHOUGH it cannot be expected that Merchants should study thoroughly all the Laws of Nations, yet it may be supposed that most of them know something of the Contents of the Treaties of Commerce; and that there is a Difference in the *Treaties* of Commerce between *England* and *Denmark* and *Sweden*, and between *England* and *Holland*, and *England* and *France* and *Spain*; and that only between the four last, the Rule "of free Ships making free Goods, though belonging to Enemies, except contraband," had been reciprocally established; however, for the Use of those who may be desirous to know what passed with Regard to Navigation in former Wars, as well as the late, I here subjoin some remarkable Passages which I have met with on this Subject, with some Observations that may considerably elucidate it.

From the Letters written by that great Statesman *John de Witt*, Pensionary of *Holland*, and others received from the *Dutch* Ambassadors employed at the Courts of *France* and *England* during his Ministry, which were published at the *Hague* 1723-24, in four Parts in 4to, it appears that this Minister, being sensible that *Holland's* Wealth depended chiefly upon keeping Peace, and having a free and unmolested Navigation from and to all Parts, laboured hard to obtain from *England* and *France*, by particular Treaties of Commerce, the Concession that free Ships should give Freedom to all Goods, even those belonging to Enemies, except contraband.—His Letters wrote to, and those received from, *William Boreel*, in 1653-54, Part I. Page 77, 78, shew that *France* by a provisional Treaty made in 1646, and by a Declaration of the *French* King in 1651, having allowed this Rule to the *Dutch*, was the first who deviated from it. Mr. *Boreel* writes, Page 66, 68, "They now say that their Enemies ought not to be protected nor served by Ships of the States, in carrying their Goods: That such Goods would be taken out of the *Dutch* Ships, and confiscated as good Prize:" He adds, "and the *French* may perhaps even fall upon maintaining their old Maxim, *Que la robe d'ennemi confisque celle d'ami*."—His Letters wrote to, and those received from, *William Nieuport*, 1656, Part III. Page 226, 230, 332, 333, 340, 426, 427, shew that the *Dutch* never could obtain from *England*, during the Time of *Oliver Cromwell*, that this Rule should be allowed; and it seems that *England*, considering herself to be the first of the maritime Powers, thought it more political that *Holland* should always remain in the same Interest, and go along with her. We find in *Aistma*, or *Aitzema*, 36th Book of State Affairs and of War, Anno 1656, that upon Mr. *Nieuport's* so often repeated Solicitations about the marine Treaty, the Answer given by the *English* was, that the Demand of "free Ships, free Goods," and Passport to their Form, was very unjust; and the Reasons they alleged are as strong as any that have been made Use of since.

Here follow Extracts from the Letters written by the *Dutch* Ministers in *France* and *England*, to the Pensionary *J. de Witt*, at the *Hague*, from 1653 to 1657.—*W. Boreel*, the *Dutch* Ambassador at *Paris*, to the Pensionary,  
December

December 26, 1653.—“ I perceive well enough that *France* would go farther “ in regard to the marine Treaty, which I am soliciting, if the War with *Spain* “ was not a Hindrance.—They now maintain the Maxim, that their Enemies “ must in no Manner be protected or served by any of the Ships belonging to “ the Subjects of their High Mightinesses, for the carrying their Goods, on “ Peril, that if any such Goods be met with in *Dutch* Ships, they shall be “ made good Prize, and as such be taken out and confiscated: Which however “ is departing from a Law they maintained in former Times, under *Francis* “ the First, and *Henry* the Third, which was *Que la robe d'ennemi confisque celle* “ *d'ami*: Whereas now in *Dutch* Ships the Goods belonging to their, and other “ neutral, Subjects shall not be confiscated. I have made all possible Endeavours to obtain, that free Ships should make free Goods, but as yet without “ Success.”

—From Pensionary *De Witt's* Answer, 8th of *January*, 1654.—“ I observe “ from your's of the 26th of *December* that, notwithstanding you used all your “ Endeavours you could not obtain that free Ships should make free Goods; “ whereupon I cannot but believe that the French Ministers must misapprehend the Matter, or you explain it wrong; since in the Draughts of the “ Treaty sent over, it stands clearly explained, that free Ships shall make free “ Goods; *Que les navires qui traffiqueront & seront libres rendront aussi tout* “ *leur charge libre, bien qu'il y eut dedans de la marchandise, même des grains &* “ *legumes, appartenants aux ennemis.*”—From Mr. *Borcel's* Letter, *Paris*, “ 15th of *January*, 1654.—“ It is true, that taking the Sense of the Words from “ the first Article of the provisional Treaty, together with the 18th Article “ of this proposed Treaty, they confirm clearly your Opinion: But they say “ that by the Words, a free Ship shall make free Goods, are only meant Goods “ of Friends, but not of Enemies: And in the same Manner they misconstrue “ the Declaration of the 29th of *May*, 1651, which the King made to me, “ and which is now subsisting, and must subsist till we come to a nearer “ Treaty of Marine and Alliance: It says, *Le roi fait défense, &c. de ne point* “ *prendre ni amener dans les ports de France des navires Hollandois chargés de* “ *marchandises, quand même ils appartiendront aux ennemis, pourvu qu'ils ne* “ *transportent pas des troupes, marchandises de contrabande, &c.* What can be “ clearer than these Words? But the People here interpret them as they please, “ and make Use of their Power in judging and executing, and although I complain continually, it is without Fruit and Redress.”—By these Letters it appears clear enough, that the French first began to misconstrue the Sense of the Words of free Ships making free Goods.—From Ambassador *William Nieupoort's* Letter, *London*, the 12th of *May* 1756, to the Pensionary *De Witt*.—“ I am afraid that the Gentlemen here will not admit in the Treaty of Marine, “ the Rule of free Ships making free Goods, and *vice versa*; nor agree to the “ Formularies of Passports proposed: However, I shall use my best Endeavours towards it, and as soon as I can obtain any Thing from them upon “ Paper I shall send it over.” From a Letter of the Pensionary, 23d of “ *February* 1659, to *William Nieupoort*, at *London*.—“ And I can assure you, that “ if, by concluding a marine Treaty, their High Mightinesses, immediately “ after having received the Draughts sent of a marine Treaty, gave it to the “ Commissaries, who, upon taking it into Consideration, quickly discovered “ that the principal Point whereupon this Treaty should be built, which is to “ prevent unjust Searches when they meet at Sea, *viz.* that free Ships make “ free Goods, was left out; and it is impracticable for the *Dutch* to agree to “ it in the Manner it is proposed: Wherefore, &c.”—From a Letter of the Pensionary, 23d of *February* 1657, to *William Nieupoort*, at *London*.—“ And “ I can assure you, that if, by concluding a marine Treaty, their High “ Mightinesses can only obtain the End proposed in their last Resolutions, “ though in what they most desire, namely, that free Ships shall make free “ Goods, it should remain deficient, it might take away some of the Animosity, “ and prevent the Persons at the Helm from hearkening to any of the Advances made by *Spain*, and other Potentates, to their High Mightinesses.”—

Which

—Which is enough to shew that the Great Pensionary *De Witt*, whilst *Cromwell* governed in *England*, could not gain upon him his favourite Maxim, “ That free Ships should make free Goods.” However, in King *Charles* the Second’s Reign, this Rule was followed by the *Treaty of Marine* concluded the 28th of *June*, 1667; and on this Occasion Sir *William Temple*, in a Letter of the 21st of *May*, 1667, to my Lord Ambassador *Coventry*, writes, “ Mr. *Godolphin* assured me, “ that all Parts of the *Treaty of Commerce* are so much to our Desire and “ Advantage, that he hoped to see many a rich Man in *England* by it.” It would seem that Mr. *Godolphin*’s Maxim was, that *England* should have nothing so much in View as a free Navigation for her Merchants: And, indeed, this is certainly of the greatest Consequence; but the Way to have made it effectual would have been to be always watchful, and keep a *Naval Power* superior to that of our Neighbours, and not to suffer, at the Time of treating, Part of our Naval Strength to be surprized and burnt at *Chatbam*, the 15th of *June*, by the then vigilant and powerful *Dutch Fleet*: By which Action, it seems, they forwarded the Conclusion of such a *Treaty of Marine* and Peace as they had long desired in vain.

But, as Merchants, it is not so much our Business to enquire whether it was good Policy to make such Treaties, as to know how long they were strictly kept. —*J. Meerman*, one of the *Dutch Ambassadors* in *London*, in a Letter to the Pensionary, dated *February* the 1st, 1668, says, “ that, having complained to “ the King that the Privateers of *Osland*, with Commissions from *Spain*, disturbed “ their Navigation, his Majesty answered, that he had also heard of it, and considered it as Acts of Pirates; and he would give Orders, if any of his Subjects “ should be found on board those Privateers, to have them hanged.” Mr. *Meerman* further says, “ It would seem as if these Privateers were not at all “ acquainted with the fourteenth Article of the *Treaty of Marque*, concluded by “ their High Mightinesses with the King of *Spain*, which says, that free Ships “ shall make free Goods.”—In King *William*’s Reign, when *England* and *Holland* were allied in a War against *France*, they went some Steps farther; for their Declarations and Notifications made to all Courts inform us, “ they would “ not permit any neutral Nation to navigate and trade with *France* at all.”—It doth not appear that, in the last Wars, *England* went farther beyond the Bounds of *Neutrality* than formerly. History will afford Examples enough, that whatever Power gets the better at Sea or Land, in Time of War, commonly makes the most of it: The fair Trader always suffered by the sinister Dealings of the unfair ones; and so much as one Side studied to conceal Truths, the other studied to discover them.

By an Extract from Sir *Leoline Jenkins*’s *Memoirs*, see *Masqued Property*, neutral Merchants will perceive, that during the War, *Anno* 1676, some used to behave in the same Manner, and that the same Things were practised, and the same Constructions made in our Courts then, as in the last Wars: we do not find that in *France* or *Spain* they have been dealt with much better, although they might justly have expected more Favour; since those Crowns, having hardly had any Shipping of their own left wherewith to carry on Trade, ought, in good Policy, to have set the Example of letting all neutral Shipping pass unmolested, which would have been much to their Advantage, if they who remained Masters of the Sea would have given the same Freedom. But might not those who fought the Battles ask, What signifies our being Masters at Sea, if we shall not have Liberty to stop Ships from serving our Enemy? And, when we examine to the Bottom of the Thing, it appears very evident, that Sea-Battles are not fought so much to kill People, as to be Masters of Trade, whereby People live; and, by stopping the Supplies of our Enemies, to compel them in the End to live in Friendship with us.

Ships and Vessels belonging to the Subjects of either of the Parties may not only pass, traffick, and trade from a neutral Port or Place, to a Place in Enmity with the other Party, or from a Place in Enmity to a neutral Place; but also from a Port or Place in Enmity to a Port or Place in Enmity with the other Party, whether the said Places belong to one and the same Prince or State, or to several

Princes

Princes or States, with whom the other Party is at War.—*Treaty with Holl.* 1764.

The like Freedom of Commerce and Navigation was agreed upon by the *Treaty of 1676*, with *Spain*; and of 1676, with *France*; and confirmed by the subsequent and other Articles of the *Treaty of Utrecht*.

It shall be lawful for all and singular the Subjects of the Queen of *Great-Britain* and of the Most Christian King, to sail with their Ships with all Manner of Liberty and Security, no Distinction being made who are the Proprietors of the Merchandizes laden thereon, from any Port to the Places of those who are now, or shall be hereafter at Enmity with the Queen of *Great-Britain* or the Most Christian King: It shall likewise be lawful for the Subjects and Inhabitants aforesaid, to sail with the Ships and Merchandizes afore-mentioned, and to trade with the same Liberty and Security from the Places, Ports, and Havens of those who are Enemies of both or of either Party, without any Opposition or Disturbance whatsoever, not only directly from the Places of the Enemy afore-mentioned to neutral Places, but also from one Place belonging to an Enemy to another Place belonging to an Enemy, whether they be under the Jurisdiction of the same Prince or under several. And as it is now stipulated concerning Ships and Goods, that *free Ships shall also give a freedom to Goods*, and that every Thing shall be deemed to be free and exempt, which shall be found on board the Ships belonging to the Subjects of either of the Confederates, although the whole Lading, or any Part thereof, should appertain to the *Enemies* of either of their Majesties, *contraband* Goods being always excepted, on the Discovery whereof, Matters shall be managed according to the Sense of the subsequent Articles: It is also agreed, in like Manner, that the same Liberty be extended to *Persons* who are on board a free Ship, with this Condition, that although they be Enemies to both or to either Party, they are not to be taken out of that free Ship, unless they are Soldiers, and in actual Service of Enemies.—*Treaty with France*, 1713.

As it appears by *Art. 23*, in the *Treaty of 1654*, with *Portugal*, that *Oliver Cromwell* agreed with the *Portuguese* to the Rule of "*free Ships making free Goods*," which he afterwards would not allow to the *Dutch*, it would seem that he had not yet well considered how inconsistent it was for a Nation, whose Weight chiefly lay in its Superiority of maritime Strength, to allow this Rule to any one; or else he must have more in View, *viz.* That the *English* Nation should reap the chief Benefit of the Trade from their *East* and *West-Indies*, whilst they were contesting for the Possessions thereof with the *Dutch*. The *Portuguese* in their Situation at that Time must have found it difficult to supply themselves; and therefore might well allow, *Art. 11*, "that the People and Inhabitants of *Great-Britain* might navigate and trade freely and safely from *Portugal* to *Brazil*, paying the Duties and Customs which others pay who trade into those Countries;" and "that they should have the same Freedom as had been granted by any former Treaty, or should be granted hereafter, to the Inhabitants of any other Nation in Alliance and Friendship with that Crown."—But this Freedom ceased when they had no longer Contest about their Possessions; for, as their Friends and Allies monopolized the Trade of those Places where they had been admitted, and got footing in the *East* and *West-Indies*, the *Portuguese* excluded them, in Return, from trading to those Settlements which they still retained.

Remarks.—The *Treaty of Utrecht*, with *France*, 1713, was not confirmed by that of *Aix-la-Chapelle*, 1748; a Sort of tacit Acknowledgement of that Right the *French* had assumed, as it suited their Interest, of rejecting the Whole of the former Treaty, as some Articles, particularly the 9th could not, by the express Tenor of them, take Place without an Act of Parliament; which, however, was never passed. The afore-mentioned Treaty with *Holland* of 1667, was confirmed by the *Treaty of 1674*; which is now the maritime Regulation between the two Powers.—By the 8th Article of this Treaty it is agreed, "that all which shall be found on board the Vessels belonging to the Subjects of either of the contracting Parties, shall be accounted clear and  
" *free*

"free although the whole Lading, or any Part thereof; shall by just Title of Property belong to the *Enemies* of the other, *contraband* Goods only excepted."—Here, as in the Treaty of *Utrecht*, the Dispute is entirely owing to the general Terms of the Stipulation; one Side taking them in their full Extent, while the other insists upon such Restrictions and Limitations to be put upon them, as right Reason, and the Nature of Things, necessarily require; and therefore, in 1758, when the *French*, finding themselves unable to carry on their own Trade in their own Bottoms, resolved to employ the *Dutch*, and not only exempted their Vessels from the Tax of 50 *Sous* per Ton, but opened to them all their Ports in *America*, the Mischief of suffering the Rule to pass in general Terms, became notoriously manifest; and *Great-Britain* resolved to make Use of those Means, which God had put into her Hands to remedy it. Accordingly, great Numbers of those *Dutch* Vessels were taken, and some of them adjudged to be lawful Prizes by our Court of Admiralty.—The States, being extremely vexed to see the Net which they had so cunningly woven, and spread over us by the Treaty, now prove at length, upon the first Trial, too weak to hold us, and forcibly broken, did not spare to make heavy Complaints of the Breach. Similar Proceedings lately gave Rise, upon Occasion of our late War with *France*, to a warm Contest between the two most natural Friends in *Europe*.—Sir *Josiah Yorke* presented, on the 21st of *March* 1780, a very strong Memorial to the States General, in which he "enumerates the various Points, in which they have violated the Treaty, by granting Convoys to naval Stores going to *France*, &c. and the absolute Silence they have kept as to the formal Demands of stipulated Succours from the Republic:—"But their High Mightinesses still giving no Answer thereto, our Court published, on the 17th of *April* 1780, a Declaration, "That the Subjects of the *United Provinces* are henceforward to be considered upon the same Footing with those of other neutral States not privileged by Treaty; and his Majesty doth suspend, provisionally, till further Order, all the particular Stipulations respecting the Freedom of Navigation and Commerce in Time of War, of the Subjects of the States General, &c. and more particularly those contained in the Treaty of 1674."—On the 3d of *April* 1780, however, a Memorial was presented to the States by Prince *Gallitzin*, on the Part of the Empress of *Russia*, with a Copy of a very extraordinary Declaration, which she had made to the belligerent Powers, purporting, "That she was determined to maintain a free Trade and Navigation of her Subjects, and not to suffer either to be hurt by those Powers; that her Definition of the Limits of a free Trade is founded upon the clearest Notions of natural Right, and that what she called *contraband*, is literally taken from the Treaty between *Russia* and *Great-Britain*, 1734—that she invites the States General to make a common Cause with her; and had made the same Invitation to the Courts of *Copenhagen*, *Stockholm*, and *Lisbon*, in Order that by their United Endeavours a natural System, founded on Justice, might be established and legalized in Favour of the Trade of neutral Nations, and serve as a Rule for future Ages."

### Of Insurances.

INSURANCE, or ASSURANCE, is a Contract or Agreement by which one or more Particulars, called *Insurers*, *Affurers*, or *Underwriters*, take on them the Risk of the Value of the Things insured, in Consideration of a Premium paid by the Assured; and by this Means commodiously divide the Hazard of every Adventure, to the great Benefit of Trade, and the Ease and Advantage of every one concerned therein. Indeed, the Utility of this Species of Contract in a commercial Country, is so obvious that it could not escape the Notice and Approbation of our best writers upon commercial Subjects; and their Recommendation has not only extended, but considerably improved the Practice. Insurances give fresh Vigour to the active Principles of universal Commerce, and great Security to the Fortunes of private People; for by dividing amongst many that



that Loss, which would ruin an Individual, it is made to fall light and easy on the whole Society. The Risk likewise, of Importation and Exportation being thereby diminished, men will more easily be induced to engage in extensive commercial Connections, to take a Share in important Concerns, and to unite in hazardous Enterprizes, since a Failure in the Object will not be attended with those dreadful Consequences to them and their Families, which must be the Case in Countries where Insurances are unknown.

\* Lib. 25.  
C. 18.

Mr. Molloy, in his *Jure Maritimo*, and Mr. Malynes, in his *Lex Mercatoria*, say that Suetonius, in his Life of *Claudius Caesar*\*, conceives that Emperor to have been the first who brought in this Custom of Insurance, though Monsieur Savary, in his *Dictionnaire de Commerce*, imputes it to the Jews, in the Year 1182. James Allan Park, Esq. the last excellent Writer upon Insurances, remarks, that the Origin of Insurance, like that of many other Customs, which depend rather upon traditional than written Evidence, and for the Honour of inventing and introducing which rival Nations contend, has occasioned much Doubt among the Writers upon mercantile Law. In Fact, it is involved in so much Obscurity that, after all the Researches which he had made on Occasion of his compiling his admirable *System of the Law of Marine Insurances*, he could not promise any very satisfactory Solution of this Doubt; but whoever was the first Contriver, or original Inventor of this useful Branch of Business, it has for many Ages been practised in this Kingdom, and supposed to have been introduced here jointly, with its Twin Brother, *Exchanges*, by some *Italians from Lombardy*, who at the same Time came to settle at *Antwerp*, and among us; and this being prior to the building the *Royal-Exchange*, they used to meet in the Place where *Lombard-Street* now is, at a House they had, called the *Parson-House* or *Lombard*, for transacting Business; and as they were then the sole Negotiators in Insurances, in all Policies of Insurance to this Day, a Clause is inserted, in the following Words:—"This Writing or Policy of Insurance, shall be of as much Force and Effect, as any Writing heretofore made in *Lombard-street*," which is a strong Confirmation of the general Opinion, that we are indebted for the Introduction of this great commercial Benefit into *England*, to the ingenious and active People above-mentioned.

6 Cole's Rep.  
47. b.

And as Insurances in Time grew more general in *England*, and some Difficulties arose touching the Recovery of Losses, upon Actions on *Assumpsits*; and so little were the Judges acquainted with the Nature of the Contracts, that so late as the 30th and 31st of the Reign of Queen *Elizabeth*, it became a Question where an Action upon a Policy of Insurance should be tried; the Policy having been effected in *London*, and the Ship detained in the River *Soane* in *France*. The Policy was on a Ship from *Melcombe Regis* in the County of *Dorset*, to *Abbeville* in *France*. The Plaintiff declared, that the Ship in sailing towards *Abbeville*, viz. in the River *Soane*, was arrested by the King of *France*. The Parties came to issue upon the Question, whether the Ship was so arrested or not; and it was tried before Lord Chief Justice *Wray*, in the City of *London*; and a Verdict was found for the Plaintiff. In Arrest of Judgment it was moved, that this Issue arising merely from a Place out of the Realm, could not be tried in *London*. But it was resolved by the Court, that this Issue should be tried where the Action was in this Case brought; for the Promise, which is the Ground and Foundation of the Action, was made in *London*; and the Arrest now in Issue, is not the Ground of the Action, which is founded on the *Assumpsit*, and the Arrest is the Breach of the *Assumpsit*. "This," says Mr. Park, "is the most ancient Case I have been able to find upon the Subject of Insurances." Subsequent Perplexities having arisen in the Courts of Judicature, the Attention of the Legislature to this national Object was awakened, and it was found necessary to pass an Act of Parliament, in which the Principles of this Species of Contract are clearly defined, and made the Basis of that legal Protection and Encouragement of the Practice, which was become essential to the Extension and Prosperity of Commerce.

43 Eliz. C.  
12;

The Purpose of this Statute was, to erect a particular Court for the Trial of Causes relative to Policies of Insurance, in a summary Way; and to that End it ordained, that a Commission should issue yearly, directed to the Judge of the

Admiralty, the Recorder of London, two Doctors of the Civil Law, two common Lawyers, and eight Merchants, empowering any five of them to hear and determine all such Causes, arising in London; and it also gave an Appeal from their Decision, by way of Bill, to the Court of Chancery.

And in Pursuance thereof, an Office was erected and kept on the West Side of the Royal-Exchange; but this Act did not exclude others from making Insurances, in whose Policies was inserted, *that they should be of as much Force as those heretofore made in Lombard-street, at the Royal-Exchange, or any where else.* But there being some Defect in the aforesaid Act, touching the Power of the Commissioners, which was limited to London, its Continuance was not of long Duration.

And by a new Act of Parliament the Court was revived, and larger Powers were given to the Commissioners for carrying it into Execution; so that, in Consequence of this last Act, Insurances multiplied, and all Disputes concerning them were determined by the Commissioners; but as private Persons were not excluded thereby from carrying on this Business as before, and the Commissioners taking no Cognizance of any Policies not made in their Office, whilst the Recovery of Losses thereon were made easy at Common Law; and some Partiality having been practised by the Commissioners, and an Appeal being allowed from their Determinations to the Court of Chancery, the Business of this Court fell off, and the granting Commissions was discontinued. 13 and 14  
Car. II. C. 23.

After this, no Law was made in England concerning Insurances, except one to prohibit insuring on Marriages, Births, Christenings, and Service; but all was transacted by private Office-Keepers, till an Act was passed in the Year 1720, by which his Majesty was enabled to grant two Charters, for erecting two Corporations for insuring Ships and Merchandize, and lending Money on Bottomry, which are now called the *Royal-Exchange Assurance*, and the *London Assurance*; which Corporations are to have perpetual Succession, subject to Redemption, or Power of Revocation, as is here under mentioned; the Corporation to have Liberty to chuse their Governors, Directors, Officers, and Servants, as should be prescribed in the Charters: The Governors and Directors to continue for three Years; to have a Seal, and be capable to purchase Land not exceeding 1000*l.* *per Ann.* and may sue and be sued in their Corporate Capacity. 6 Geo. I.  
C. 13.

Each Corporation to pay into the Exchequer 300,000*l.* towards discharging the Debts of the Civil Government.

Each to raise such Sums as his Majesty should direct, not exceeding 1,500,000*l.* for paying the 600,000*l.* and to enable them to pay Losses, and lend Money on Bottomry and Government Securities, which Money is to be raised at General Courts, by taking Subscriptions, or by Calls, or otherwise, as the General Courts shall think fit or expedient, and Stock liable to Calls may be sold for that Purpose; and Proprietors refusing Calls to pay 8 *per Cent.* Interest; may take up Money to advance on Parliamentary Securities; Stock transferable and devisable; a personal Estate not to be taxed; Governors, Directors, &c. may be Members of Parliament, but not to be Bankrupts on Account of such Stock; to have Power to make By-Laws, as by Charters; no other Corporation or Partnership to insure Ships, or lend Money on Bottomry, on Penalty of forfeiting the Money assured, and the Policy to be void; and in Case of Bottomry, the Security to be void, and the Contract to be usurious. None to be Governors, &c. or to have Stock in both Corporations. The Parliament, at any Time within thirty-one Years from the Date of the Charters, upon three Years' Notice in the *London Gazette*, fixed up on the *Royal-Exchange*, and Payment of 300,000*l.* to each Corporation, may then, and not till then, void the said Corporations. If, after thirty-one Years, the King shall adjudge the Continuance of the said Corporation to be hurtful, or inconvenient to the Publick, he may by Letters Patent void the same, without any Inquisition, or *Scire facias*, in which Cases the like Power shall never be grantable again. Ditto.

The *South-Sea* and *East-India* Companies may advance Money on Bottomry to their Captains, &c. Ditto.

The said two Corporations, having each paid into the *Exchequer* 111,250*l.* in Part of the 300,000*l.* and having covenanted to pay 38,750*l.* further Part thereof 7 Geo. I. C.  
17. S. 26.

thereof in three Months, the Residue of the Sums amounting together to 300,000*l.* shall be released.

16*Geo. I. C. 15.* Some Acts have since passed to regulate certain Proceedings at Law, where the Corporations were Parties, giving them Power to plead generally. And these are all the Acts relating to Insurances in *England* till the following, made for the better Regulation thereof, and to prohibit them on *French Effects*, viz.

11 *Geo. I. C. 30.*

19 *Geo. II. P. 567.*

The Preamble observes, that the making Assurances, Interest or no Interest, or without further Proof of Interest than the Policy, hath been productive of many pernicious Practices, whereby great Numbers of Ships, with their Cargoes, have either been fraudulently lost and destroyed, or taken by the Enemy in Time of War; and such Assurances have encouraged the Exportation of Wool, and the carrying on many other prohibited and clandestine Trades, which by Means of such Assurances have been concealed, and the Parties concerned secured from Loss, as well to the Diminution of the publick Revenue as to the great Detriment of fair Traders; and by introducing a mischievous Kind of Gaming, or

P. 568. Wagering, under the Pretence of assuring the Risk on Shipping and fair Trade, the Institution and laudable Design of making Assurances hath been perverted; and that which was intended for the Encouragement of Trade and Navigation, has, in many Instances, become hurtful and destructive of the same. For Remedy whereof, *It is enacted*, That, after the 1st Day of *August*, 1746, no Assurance shall be made by any Person or Persons, Bodies Corporate or Politick, on Vessels belonging to his Majesty or his Subjects, or on any Goods, Merchandizes, or Effects on board the same, Interest or no Interest, or without further Proof of Interest than the Policy, or by Way of Gaming or Wagering, or without Benefit of Salvage to the Assurer, and that every such Assurance shall be null and void to all Intents and Purposes.

Assurance on private Ships of War, fitted out by his Majesty's Subjects solely to cruise against his Enemies, may be made by or for the Owners, Interest or no Interest, free of Average, and without Benefit of Salvage to the Assurer.

Merchandizes or Effects from any Parts in *Europe* or *America*, in the Possession of the Crowns of *Spain* or *Portugal*, may be assured in such Way and Manner as if this Act had not been made.

After the said 1st of *August*, all Money to be lent on Bottomry, or at *Respondentia*, upon Ships belonging to his Majesty's Subjects, bound to or from the *East-Indies*, shall be lent only on the Ship, &c.

P. 569. In all Actions, &c. brought after the said 1st of *August*, by Assured, upon any Policy of Assurance, the Plaintiff, or Attorney, &c. within fifteen Days after he shall be required so to do in Writing by the Defendant, &c. shall declare in Writing the Sums he hath assured, &c. in the Whole, and what Sums he hath borrowed at *Respondentia*, or Bottomry, for the Voyage, or any Part of the Voyage, in Question.

P. 570. After the said 1st of *August*, any Person, &c. sued in an Action of Debt, or Covenant, &c. on Policy of Assurance, may bring the Money into Court; and if the Plaintiff shall refuse to receive the same, with Costs to be taxed in full Discharge of such Action, and shall afterwards proceed to Trial, and the Jury shall not assess him Damages exceeding the Sum so brought, the Plaintiff, on every such Action, shall pay to the Defendant Costs, to be taxed.

This Act shall not extend to, or be in Force against, Persons residing in any Part of *Europe*, out of his Majesty's Dominions, for whose Account Assurance shall be made before the 29th of *September*, 1746; nor against Persons residing in any Parts of *Turkey*, *Asia*, *Africa*, or *America*, for whom Assurances shall be made before the 29th of *March*, 1747.

21 *Geo. II. P. 75. 76. 77. and 78.*

Insurance on Ships or Goods appertaining to the Crown and Subjects of *France*, or lending them Money on Bottomry, is prohibited by this Act; though, as it was only temporary, and its Duration limited to that of the then War, it expired, and became void.

This Branch of Business at first was confined to Maritime Affairs solely, though at present it is extended to the insuring not only Shipping and Merchandizes, but also Houses, Furniture, Lives, Liberties, &c. according to the different Agreements

Agreements for that Purpose. These Contracts are called Policies, from the Spanish Word *Polica*, and that originally from the Latin *Pollicitatio*, or Promise, and are now made either at the publick or private Offices. Of the former, we have only the two before-mentioned in England established by Charters; though of the private ones, we have many in this City, and of late Years in some others, as *Bristol*, *Exeter*, *Liverpool*, *Hull*, *Newcastle*, and *Glasgow*, where great Business is transacted, and I believe on as fair a Footing as in any Part of the World; though Policies having been filled up in such various Terms, and such unprecedented Expressions inserted, according to the different Conceptions, Fancies, or Exigencies of the Insured, it has naturally occasioned many Disputes, and consequently brought on many remarkable Trials, and wise Decisions of the utmost Importance to the Mercantile World; for which Reason all the modern Cases are added in this Edition to the more remote, and classed under several distinct Heads, that they may be more readily referred to, when similar Cases shall induce Merchants and Lawyers to search for Precedents, to determine their own Line of Conduct, &c. I shall also take Occasion to mention the Method and Obligation of Insurances made in *France* and *Holland*, in order to give full Satisfaction on this Head, and render my Book as complete as possible.

ASSURANCES, as I have before observed, are of various Kinds, both in regard of the Marine and Terrene Property; of the first, some being on Ships, or Parts of Ships only; others on Merchandize singly; and others on Ships and Goods jointly; and these are again branched out to run either by the Month, or for a Time stipulated, or to one single Port, or out and home, with Liberty to touch at the different Places mentioned in the Policy, or for a Trading Voyage.

Although Policies of Assurance are not to be ranked with specialty Contracts, *St. 54.* not being under Seal, yet they have always been held as sacred Agreements, and of the first Credit; so much so, that, when once they are underwritten, they can never be altered by any Authority whatever, because it would open a Door to an infinite Variety of Frauds, and introduce Uncertainty into a Species of Contract, of which Certainty and Precision are the most essential Requisites.

In a Case before Lord Chancellor *Hardwicke*, this Doctrine was admitted in its full Extent. The Plaintiff had insured a Ship at and from *London* to *Ostend*, from thence to *Rotterdam*, and from thence to the *Canaries*, warranted an *Ostend* Ship, which Ship was afterwards taken. The Bill was brought to have the Policy rectified, for that the Intention of the Parties was mistaken therein; which was, that the Warranty was too general; and that the Voyage should have been stated to take place from *Ostend* only, and not from *London*. His Lordship, as there was no Evidence to vary the Contract from the written Words, ordered the Bill to be dismissed. *Huckle v. the Royal-Exch. Assurance Comp. 1 Ves. 317.*

But there are some Exceptions to the foregoing general Rule. For Instance, after signing, Policies are frequently altered by Consent of the Parties; and such Policies are good, agreeably to the Maxim *Consensus tollit Error*: m.

### *Enumeration of Causes which make Policies null and void.*

THOSE made on Houses, Lives, or Liberties, must be paid according to the Tenour of the Agreement, in the full Sum assured, as these Sort of Policies admit of no Average; and for the first, often with their Furniture, against Fire, several Offices are erected in *London*, with the Limitation to this Branch only.

Assurances may likewise be made on Goods sent by Land, or by Hoys, &c. on Rivers; and this is often done, more especially on Jewels, &c.

They may likewise be made on Ships and Goods, *lost or not lost*, which is commonly done when a Ship hath been long missing; and these Words being inserted in the Policy, oblige the Underwriters to pay, although the Ship was lost at the Time of making such Insurance, except the Assured saw the Ship wrecked, or had



had then certain Knowledge of her being so; in which Case the Subscription shall not oblige, as this is accounted a mere Fraud.

So likewise, if the Assured shall, on a rotten Vessel, get insured more than she is worth, with the villainous Design to destroy her, and shall afterwards give Directions to have his roguish Intentions put in Execution, this fraudulent Act will not oblige the Insurers, but expose the Perpetrators of it to condign Punishment for their Knavery.

28 Geo. III.  
Ch. 56.

It shall not be lawful, from and after the passing of this Act, for any Person or Persons to make or effect, or cause to be made or effected, any Policy of Assurance on any Ship or Vessel, or upon any Goods, Merchandizes, or Effects, or Property whatever, without first inserting, or causing to be inserted, in such Policy, the Name or Names, or the usual Stile and Firm of Dealing, of one or more of the Persons interested in such Assurance; or without, instead thereof, first inserting the Name or Names, or the usual Stile and Firm of Dealing, of the Consignor or Consignors, Consignee or Consignees, of the Goods or Property so to be insured; or the Name or Names, or the usual Stile and Firm of Dealing, of the Person or Persons residing in *Great-Britain*, who shall receive the Order for and effect such Policy, or of the Person or Persons who shall give the Order or Directions, the Agent or Agents immediately employed to negotiate or effect such Policy. The Statute further declares, That every Policy made or underwrote, contrary to the true Intent and Meaning of this Act, shall be null and void to all Intents and Purposes.

Molloy,  
P. 292, S. 9.

If a Ship be insured from the Port of *London* to *Cadiz*, and before she breaks Ground is burnt, Insurers not liable; but if the Words are, *at or from the Port of London*, they are liable in such Case.

Ditto, P. 295.  
S. 14.

An Insurance from *London* to void for Uncertainty, though private Instructions for the Port; yet the Blank in the Policy will not bind the Insurer, Policies being now generally made free of Average, and without Benefit of Salvage, many Disputes on these Heads are avoided.

Ditto, P. 296.  
S. 15.

An Insurance made on prohibited Goods not binding, unless they were prohibited after the Insurance made; as on Wool, Leather, &c. for such Insurances would tend to destroy Commerce, which is directly to thwart the true Intention of all Policies.

28 Geo. III.  
C. 58.

Persons who, by Way of Insurance or otherwise, shall undertake or agree that any Sheep, Wool, or any other of the enumerated Articles in the Statute, shall be carried or conveyed to any Parts beyond the Seas, from any Port or Place whatsoever within this Kingdom, or, in Pursuance of such Undertaking or Agreement, shall deliver, or cause or procure to be delivered, any Sheep, Wool, &c. in Parts beyond the Seas, such Person or Persons, their Aiders and Abettors, shall, upon Conviction, be liable to the same Punishments as the Exporters. The like Penalty follows, upon the Person or Persons paying any Premium for such Insurances, Sect. 48. All Policies of Insurance which shall be made on Goods and Merchandize, laden or to be laden on any Ship or Vessel bound from *Great-Britain* to foreign Parts, which shall afterwards appear to be Wool, Woollen or Worsted Yarn, &c. shall be deemed and taken to be null and void, notwithstanding any Words or Agreement whatsoever which shall be inserted in such Policy of Insurance; and nothing shall be recovered by the Assured from the Insurer for Loss or Damage, or for the Premium which shall have been given for such Insurance. This Clause liberates the Underwriters in Cases, which frequently happen, of insuring Merchandize on board, without specifying to them the Species of Commodity insured.

Under the Head of *prohibited Goods* must be comprehended all Commodities prohibited to be exported or imported by positive Statutes, or by the King's Proclamation, in *Time of War*; or which from the Nature of the Commodity, and by the Law of Nations, must necessarily be contraband; and the Policies insuring any such are absolutely null and void.

Jeffries v.  
Legendra,  
Carib. 216;  
3 Lev. 320;  
1 Show. 323;  
2 Salk. 443.

Where the Words of the Policy are, *the Ship warranted to depart with Convoy*, it shall be intended she shall keep with Convoy during the Voyage, if possible; and if she depart wilfully from the Convoy, it is a Fraud; but if having departed with Convoy, by Stress of Weather she loses the Convoy, and is taken, Insurers are liable.

If



If there be Thieves on Shipboard among themselves, the Master of the Ship is *Lex Mercator* to answer for that, and not the Insurer; though the Words of the Policy insure <sup>151</sup> against Losses by Thieves, yet they are to be construed to mean assailing Thieves.

*Suppressio veri aut Allegatio falsi* is sufficient to discharge the Policy: It is a general Rule, that the Insured shall inform the Insurer of all material Circumstances which have come to his Knowledge or Information, at the Time of making the Policy, in order that the Contract may be fairly adjusted; which being a Contract upon Chance, cannot be valid, if one Party knows more than the other: Equality in Contracts, by the Law-Merchant, is essential. Therefore, all Misrepresentation whatever, though it happened by Mistake, if in a material Point, will affect the Policy, and render it null as much as actual Fraud. A Decision was given, which confirms this Proposition, in the following Case.

This was an Action on a Policy of Insurance on the Ship *Mary* and *Hannah*, from *New-York* to *Philadelphia*. At the Time when the Insurance was made, which was in *London* on the 30th of *January*, the Broker represented the Situation of the Ship to the Underwriter, *Frazer*, as follows: "The *Mary* and *Hannah*, a tight Vessel, sailed with several armed Ships, and was seen safe in the *Delaware* on the 11th of *December*, by a Ship which arrived at *New-York*." In Fact, the Ship was lost on the 9th of *December*, by running against a *Cheveau de Frise* placed across the River. The Cause came on to be tried before Lord *Mansfield* at *Guildhall*. The Defence was founded on the Misrepresentation as to the Time when the Ship was seen; and the Representation and the Day of the Loss being proved, the Jury found for the Defendant. A Rule was obtained to shew Cause why a new Trial should not be had; and, after Arguments at the Bar, Lord *Mansfield* said, "There was no Evidence of actual Fraud in the present Case, and no Question of that Sort seemed to be made. But there was a positive Averment that the Ship was seen in the *Delaware* on the 11th of *December*. The Underwriter was deceived as to that Fact, and entered into the Contract under that Deception. In Insurances upon Ships at a great Distance, their being safe up to a certain Day is always considered as a very important Circumstance. I am of Opinion, that the Representation concerning the Day was very material." The other Judges delivering the same Opinion nearly in the same Words, except adding, "That the Safety of the Ship is the most material Fact of any, in Cases of Insurance," the Court discharged the Rule for a new Trial, and the Verdict of the Jury which had voided the Policy was confirmed. And it was further ratified by the House of Lords, on the 8th of *April*, 1785, in the Case of *Stewart* and others, against *Dunlop* and others; briefly this: The Clerk of the Plaintiff made Insurance, by his Master's Orders, on a Ship which the Clerk knew to be taken by the Enemy, from a Conversation he had with the Master of a Ship arrived at *Greenock*; and though it appeared in Evidence, that the Plaintiff knew nothing of the Conversation, nor consequently of the Loss of the *Peggy*, at the Time he insured her, yet the Lords of Session in *Scotland* decreed, That the Insurance made by the Plaintiff would not have been made, if the Brigantine *Hunrietta* had not arrived in the Road of *Greenock* the Day preceding, and brought Intelligence that the Ship *Peggy* was taken; and, therefore, that the Policy was void. On the Appeal from this Decree, the House of Lords affirmed the Decree. And this is the strongest Case, with respect to Misrepresentation without Fraud, that could well happen; for here the Master suffered for the Concealment of a material Circumstance by his Clerk, who was considered as his Agent; and who, unknown to him, had been enjoined Secrecy by the Person who informed him the *Peggy* was captured. Let this, then, be considered as a general Admonition, inserted here expressly to point out the great Care and Attention that ought to be given by Owners and Masters of Ships, when insuring them, to give a true and exact Representation of every material Circumstance respecting them, and to instruct their Agents or Clerks to do the same.

A Person having received a Letter that his Ship sailed from *Carolina*, in Company with another Ship, and that the other Ship lost Sight of this Ship in the Night; that the Captain informed the Person who wrote the Letter, that she was leaky in such a Latitude; and that, after they lost Sight of the Ship, there had been a

*Stamen v. Fournier*, before L. C. J. Lee, at *Guildhall*, after *Trin.* Term, 1743, and Verdict by a Special Jury for Defendant.

*Macdonald v. Frazer*. See Park's System of the Law of Marine Insurance.

hard Gale for twenty-four Hours: After this Letter received by the Merchant's Agent, he made Insurance without producing it. The Ship was afterwards taken near the Land's End by a *Spanish* Privateer, and carried back into *St. Sebastian's*. This, though the Ship was not lost by the Leak or the Storm, was adjudged sufficient to avoid the Policy; because if the Insurer had known what the Insured did, at the Time of making the Insurance, he would not have done it, or at least not on the same Terms.

The foregoing Cases may properly be considered as doubtful with Respect to intentional Fraud, and may pass under the Denomination of *Deceptions*; but while the Sums that are recoverable on Policies of Insurance are of such Amount, as to tempt Sharpers and Rogues by Profession, to cheat honest and respectable Merchants, it becomes our Duty to lay before them some Cases of absolute *Fraud* of late Date; that Underwriters may be put upon their Guard, and carefully examine every Document and Evidence upon the Subject of Losses, before they pay the Sums they have respectively underwritten; and they should keep up a good Understanding and Harmony with each other.

*Woolmar v. Muilman, 1 Blackstone's Rep. 427.*

This was an Action brought for the Recovery of a total Loss, on a Policy of Insurance made on Goods and Merchandize on board the *Bona Fortuna*, at and from *North Bergen* to any Ports or Places whatsoever, until her safe Arrival in *London*. It was underwritten thus:—"Warranted neutral Ship and Property." The Cause was tried before *Lord Mansfield* at *Guildhall*, when it was admitted that the Plaintiff had Goods on Board to the Amount of the Sum insured; and it appeared that the Ship on her Voyage was by the Force of Winds and stormy Weather, wrecked, cast away, and sunk in the Seas, whereby the said Goods and Merchandize were totally lost. But it was likewise proved, that the Ship or Vessel the *Bona Fortuna*, and the Property on Board, at and before the Time she was lost, were not neutral Property, as warranted by the said Policy. *Lord Mansfield* and the Rest of the Court, were of Opinion, that it was too clear a Case to bear an Argument. This was *no Contract*; for there was a Falsehood in the *Warranty*, in Respect to the Condition of the Things insured; the Plaintiff insured neutral Property, and this was not neutral Property.

*Fernandes v. Da Costa, Sittings after Hil. 4 Geo. III.*

A short time after the Decision of *Woolmar* against *Muilman*, another Cause similar to it, was tried before the same learned Judge. The Insurance had been made on Goods on board a Ship warranted *Portuguese*; and it was made during the *French War*, when the Premium would have been much higher on an *English* Ship. The Plaintiff gave partial Evidence of her being *Portuguese*; and that she was obliged, on Account of Perils of the Sea, to put into a *French* Port, by which the Cargo was spoiled. This was admitted by the Defendant, but he contended that during her Stay at the *French* Port, she was libelled, and condemned as not being *Portuguese*, and that although the Goods were lost by a different Peril, yet, in Fact, the Ship was not *Portuguese*, though insured as such, and that this vitiated the Policy *ab initio*. Verdict for the Defendant, the Underwriter.

*Ratcliffe, and another, v. Schoobred, Sittings after Trin. 1780.*

This was an Action to recover on a Policy of Assurance on Goods on board the *Matty and Betty*, at and from the Coast of *Africa* to her last discharging Port in the *British West-Indies*. The Objection made to paying the Loss was, that there had been a material Concealment, or Misrepresentation of the true State or Situation of the Ship and Voyage at the Time of underwriting the Policy. The Ship had been sent out to trade on the Coast of *Africa*, with Directions to proceed from thence to the *British West-Indies*, and to stop at *Barbadoes*, if she could get a Sale; if not, to proceed to *Montego-Bay*. On the 2d of *October* she sailed from *St. Thomas's* on the Coast of *Africa*, with a Cargo of Slaves, and was taken on the 6th of *December* following by an *American* Privateer. A Letter was received by a House at *Liverpool* on the 21st of *February* following, mentioning that the Ship was well, and had sailed from *St. Thomas's* on the 2d of *October*. This Information was communicated next Day to the Plaintiffs, who wrote the same Evening to two different Brokers, to get a new Insurance on the Ship, (there having been one before) and another on the Cargo, which last was the Subject of the present Action. In the Instructions to the Brokers, the Plaintiffs say nothing of the Ship from the Time of her first Sailing;

Sailing; but to one of the Brokers, they wrote thus: "We should be glad, if you would get us 600*l.* more on the Ship, as she is *rather long*; and we think it not prudent to run so large a Risk at so critical a Time. We expect to hear soon of her." It had afterwards occurred, that the Policy might be effected, if Intimation was not given of the Letter which had been received. The Broker, therefore, by Direction of the Plaintiffs, added to the Instructions; "the above Ship was on the Coast the 2d of *October*," but said nothing of her having failed from *St. Thomas's*. The Policy was dated the 21st of *March*.

Lord Mansfield said, the Insured is bound to represent to the Underwriter all the material Circumstances of the Ship and Voyage. If he do not, though by Accident only, or Neglect, the Underwriters are not liable—*a fortiori*, that is, with much stronger Reason, if he suppress or misrepresent from *Fraud*. The Question is, Whether this be one of those Cases which is affected by Misrepresentation or Concealment. If the Plaintiffs concealed any material Part of the Information they received, it is a *Fraud*, and the Insurers are not liable. The Jury found for the Defendant, agreeably to his Lordship's Direction.

The Policy, in this Case, was on the Brig *Richard*, at and from *Plymouth* to *Fillis v. Bristol*. Several Letters passed between the Plaintiff and the Broker, who effected the Policy, as to the Premium at which the Insurance could be obtained: At *Fillis v. Bristol* last, it was underwritten at four Guineas *per Cent*. The Broker's Instructions stated, *the Ship ready to sail* on the 24th of *December*. The Broker represented to the Underwriter, that the Ship was in Port, when, in Fact, she had failed the 23d of *December*.

Lord Mansfield said, this was a material Concealment and Misrepresentation; the Jury, however, hesitated: His Lordship then laid down the following as general Principles.—In all Insurances it is essential to the Contract, that the Assured should represent the true State of the Ship, to the best of his Knowledge, on that Information, the Underwriters engage. If he states that as a Fact, which he does not know to be true, but only believes it, it is the same as a *Warranty*. He is bound to tell the Underwriters the Truth. In the present Instance, the only material Point is this: Had the Ship failed, or was she in Port? Upon this, the Jury found for the Underwriter.

But, before we take Leave of this important Subject, it is essential to notice, that there are Exceptions to the general Rule against Concealment, which the Insured should be apprized of. *Aliud est celare, aliud tacere*: There are many Matters, as to which the *Insured* may be innocently silent. *First*, as to what the Insurer knows, however he came by that Knowledge. *Secondly*, as to what he ought to know. *Thirdly*, as to what lessens the Risk. An Underwriter, for Instance, is bound to know political Perils, as to the State of War and Peace. If he insures a Privateer, he needs not be told her Destination. And as Men reason differently from the same Facts, he needs not be told another's Conclusions from known Facts. See *Park's System of the Law of Marine Insurance*, p. 183, where these Exceptions are stated from *Blackstone's Reports*.

DEVIATION is understood to mean a voluntary Departure, without Necessity, or any reasonable Cause, from the regular and usual Course of the specific Voyage insured.

This Cause was tried before Mr. Justice Yates. The Plaintiff insured Goods *For v. Black* in a Vessel bound from *Dartmouth* to *Liverpool*: The Ship sailed from *Dartmouth*, *Exeter Alliance* and put into *Loo*; a Place she must of Necessity pass by, in the Course of the insured Voyage. But as she had no Liberty given her by the Policy to go into *Loo*, although no Accident befel her in going into or coming out of *Loo*, for she was lost after she got out to Sea again, yet the Judge held this to be a Deviation without Necessity; and a Verdict was accordingly found for the Underwriter.

The Action was brought to recover upon a Policy on Goods, and other Merchandize, laden on board the Ship called the *Charming Nancy*, from *Dunkirk* to *Leghorn*. The Ship came to *Dover*, to procure a *Mediterranean Pass*, and was afterwards lost. Lord Mansfield was of Opinion, that the calling at *Dover* was a Deviation, voiding the Policy; and the Plaintiff was nonsuited. This appears to be a hard Case, as the Deviation was for the Benefit of the Insurer, in

in protecting his Property from Pirates by the *Mediterranean Pafs*. It must have turned upon express Words in the Policy.

*Park, p. 295, 298.* If the Master of a Vessel put into a Port not usual, or stay an unusual Time, it is a *Deviation*; and if the Deviation be but for a single Night, or an Hour, it is fatal.

*Cock v. Townson.* The Ship *George* was bound from *Cork* to *Jamaica*, with a Convoy, in the Course of a War: The Captain, in Concert with two other Vessels, took Advantage of the Night, and, being Ships of Force, cruised, and thereby deviated out of the direct Course of their Voyage, in Hopes of meeting with a Prize.

Lord *Camden*, then Chief Justice of the *Common Pleas*, before whom the Cause was tried, clearly held, and a Special Jury of Merchants, agreeably to his Directions, determined, That from the Moment the *George* deserted, or deviated from the direct Voyage to *Jamaica*, the Policy was discharged.

In a modern Case, however, it seemed to be the general Opinion of Lord *Mansfield* and a Special Jury, That if a Merchant-Ship carry *Letters of Marque* she may *chase* an Enemy, though she may not *cruise*, without being guilty of a Deviation.

*Jelly v. Walker, East. 1781.* On an Insurance of the *Mary*, at and from *London* to *Cork* and the *West-Indies*, the Question was, Whether a Ship, having Letters of Marque, could chase an Enemy's Ship without being said to have deviated. The Facts were, that in the Night the *Mary* had descried a *Spanish* Sail; and, after chasing, lost Sight of her for six Hours, till the Morning, when they engaged. The *Mary* did not make a Prize of the *Spanish* Ship; but proceeded on her Voyage, and was afterwards captured. It was agreed on all Hands, that a Ship in such Circumstances might not cruise; but several Witnesses spoke to the Usage and Practice of Ships, which carried Letters of Marque, *chasing* an Enemy. It was admitted, on the Part of the Insurers, that, if an Enemy came in the Way, the Ship must defend or engage; but contended, that, if the Letter of Marque lost Sight of the Enemy, it was no longer *chasing* but *cruising*. Lord *Mansfield* left it, upon the Evidence, to the Jury, who found for the Plaintiff, thereby deciding the Question in the Affirmative.

*2 Saik. 444. Green v. Young; Lord Raymond, 840.* Deviation discharges a Policy from that Time only; therefore Damage happening before a Deviation, may be recovered, notwithstanding there be afterwards a Deviation.

In Case of Deviation, the Insurers are not bound to return the Premium, because they have begun to run a Risk.

But though the Consequences of a voluntary Deviation are thus fatal to the Validity of the Contract of Insurance, yet, whenever the Deviation arises from Necessity and a just Cause, the Underwriters remain liable. The Necessities and Causes, most generally known and admitted, we shall briefly state; and only observe, that their Validity has been determined in a Variety of Cases, in our Courts of Judicature.

The first Ground of Necessity that justifies a Deviation is going into Port to repair.

The next Excuse for quitting the direct Course is, Strefs of Weather. Upon this Subject one leading Principle runs through all the Cases—that whatever happens by the Act of God, shall not be imputed to Man. Besides, it should seem that great Latitude ought to be given, in the Construction of the Law, to Deviations which have for their Object the Preservation of Ship and Cargo for the Benefit of the Underwriters, who, if there had been no Deviation on Account of Strefs of Weather, might have suffered by a partial or total Loss.

A Deviation may also be justified to avoid an Enemy, or seek for Convoy; because, upon the Principle just advanced, it ought not to be deemed a guilty Deviation to go out of the Course of the Voyage to avoid Danger, or to obtain a Protection against it. Many other Circumstances may occur, which will have have precisely the same Consequences: For, wherever the Master of a Ship does that which is for the general Benefit of all Parties, the Act is as much within the Intention and Spirit of the Policy, and consequently as much protected by it, as if expressed in Words.

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If any of the Circumstances above stated do really and *bona fide* happen, so as *Park*.  
to render a Deviation absolutely necessary, the Ship must pursue such *Voyage of*  
*Necessity* in the direct Course, and in the shortest Time possible, otherwise the  
Unde writers will be discharged; because a Voyage super-added by Necessity,  
ought to be subject to the same Qualifications, and entitled only to the same Sort  
of Latitude, as the original Voyage, it having become by Operation of Law a  
Part, as it were, of that original Voyage.

A Ship in her Voyage was seized by the Government, and turned into a Fire-  
Ship; the Question was, whether the Insurers were liable. *Holt* thought it was  
within the Word *Detention*; but the Cause was referred.

Where the Policy is against Restraint of Princes, that extends not where the  
Insured shall navigate against the Law of Nations, or where there shall be a  
Seizure for not paying of Customs, or the like. <sup>2 Salk. 444.  
Ld. Raymond,  
840. suppose  
Insurers liable.</sup>

If a Man pays Money on a Policy of Insurance, supposing a Loss where there  
there was none, this shall be Money received to the Use of the Insurer, for which  
he may maintain an Action. <sup>2 Vern. 176.  
Skinner 411.  
1 Show. 156.  
S. P.</sup>

Per *Holt*, *Nisi Prius*, the Captain of a Ship may be changed, without Notice  
to the Insurers; especially as our present Policies always contain the Words, *or*  
*whoever else shall go for Master in the said Ship.* <sup>12 Mod. 325.</sup>

Goods insured by Agreement, valued at 600*l.* and the Insured not to be obliged  
to prove any Interest, yet the Insured was ordered to discover what Goods he  
put on board, that the Value of his Goods saved may be deducted out of  
the 600*l.* <sup>2 Vern. 716.  
Leppie v.  
arr.</sup>

The Policy ran, *till the Ship should have ended and be discharged of her Voyage.* *Stin.* 243.  
Arrival at the Port is not a Discharge till she is unladen.

If Goods be insured as the Goods of an Ally, when they are the Goods of an Ditto, 317.  
Enemy, it is a Fraud, and the Insurance not good.

Insurance from *London* to the *East-Indies*, warranted to depart with Convoy,  
Declaration sets forth, that the Ship went from *London* to the *Downs*,  
and from thence with Convoy, which the Court held to be sufficient; *contra*  
*Holt.* <sup>2 Salk. 443.  
Lebouchier's  
Case.</sup>

Damages happening to perishable Goods from their own Nature, not to be  
borne by the Assurer.

One, having no Interest in a Ship, lent 300*l.* on a Bottomry Bond, and insured  
450*l.* on the Ship; the Bond was recovered, but the Policy decreed to be  
delivered up. <sup>2 Vern. 269.  
Goldard v.  
Garrett.</sup>

And formerly, if one had no Interest, though the Policy ran, *Interest or no*  
*Interest*, the Insurance was void; and the Reason was, because Insurances were  
made for the Benefit of Trade, and not that Persons unconcerned therein, or  
uninterested in the Ship, should profit by it; and in this Case, if the Ship survived  
the Time limited in the Bottomry Bond, and was lost within the Time limited  
in the Policy, if Insurance good, the Defendant might be intitled to Money on  
the Bond, and Policy also; but since this, Insurances have been constantly  
adjudged good, on *Interest or no Interest*, all the afore-mentioned Act of 19 Geo. II.  
Cap. 37, prohibited it. <sup>10 Mod. 77.  
80.</sup>

One lends 250*l.* on a Bottomry Bond, and afterwards insures on the same Ship,  
the Ship is lost, he shall have both the Benefit of the Insurance and the  
Bond too. <sup>2 Vern. 717.  
Hartman v.  
Vanbatten.</sup>

On a Special Verdict it was found, that the Ship was lost *per Fraudem* &  
*Negligentiam Magistris*, and Fraud was held to be Barratry, though mere Negli-  
gence might not. <sup>8 Mod. 230.  
Knight v.  
Cambridge.</sup>

Insurance, Interest or no Interest, the Ship was taken by the Enemy, and kept  
for nine Days; but before it was carried *infra Preſidia*, viz. a Place of Safety, it  
was retaken by an *English* Man of War. And whether such taking was such a  
Loss as would entitle the Assurer to recover, was the *Question*; and the Court  
seemed to be of Opinion for the Defendant. <sup>10 Mod. 77.  
Affieudre v.  
Cambridge.</sup>

First, because they would be never more favourable to an Insurer *non bona fide*,  
or a Wagerer, than to one that insures *bona fide*; for they held, that an Insurer,  
having Interest, could not recover; the Property not being altered by the taking.  
But no Judgement given. <sup>If a Ship be  
taken by a  
Privateer, and  
not brought  
*infra Preſidia*  
of the King,  
whose Subject  
took it, it is  
no lawful  
Prize, and the  
Property is  
not altered.</sup>



A Merchant having a doubtful Account of his Ship, insures, without acquainting the Insurers what Danger she was in: This held to be fraudulent, and the Court relieved against the Policy.

Where it was found by a Special Verdict, that the Insurer had no Interest in the Ship, and the Court was of Opinion that made no Difference.

*De Coste v. Stander,*  
2 *Perr Will.*  
170. *Weston v. Fowler.*  
S. P. Decreed March 1723.  
*Affirmed v. Cambridge.*  
Garter v. Glover, at Guildhall, 28 June, 1744.

*A.* made a Policy, and declared under his Hand, on the Back, that the Insurance was made for and on Account of *B.* and afterwards *A.* brought an Action on the Policy; and though the Declaration of *B.*'s Interest appeared at the Trial, *Lee, C. J.* was of Opinion, that *A.* notwithstanding, might maintain the Action; and Verdict, *pro Quer.*

A Ship was taken by a *Spanish Privateer* off *Viana*, so near the neutral Shore as to make a Dispute whether a Prize or not, and the Ship was carried into the neutral Port; insisted for the Defendant, that as she was not carried *infra Presidia Hostis*, the Property was not changed, and therefore no Proof of a total Loss, and Verdict for Plaintiff.

*Richard Hill & al. v. Adam Spence,* tried at Guildhall, by a Special Jury, at the Sitting after Hill, Term, 1745.

The *Snow Tryal*, *William Jefferys*, Master, was taken up by the Government of *Carolina*, as a Flag of Truce, to go to the *Havanna*, with Pretence to bring from thence some *Palatines*, lately taken and carried in there on board an *English* Ship, the *Lydia*, Captain *Abercrombie*; and by this Occasion several *Carolina* Merchants laded Goods aboard her, to a very considerable Value, and directed their Friend, Mr. *James Crockatt* of *London*, to get 10,000*l.* insured on them; and at the same time, to inform the Underwriters of every Circumstance of the Voyage; that the Cargo consisted of eighty or ninety Negroes, and the rest Manufactures of *Great-Britain* and *Germany*, all which was to be regularly cleared out for *Providence*, where the Vessel was to have Liberty to call, in her Way down, for a Pilot: The Assured also mentioned the Probability, that one Master of the *Spanish* Language might be clothed with the Character of Captain of the Flag, by the aforesaid Government, and *Jefferys* only appear as Pilot, though this latter was to sign all Bills of Lading; and the same Insurance was ordered from the *Havanna* to *Carolina*, as was made to the *Havanna*. Mr. *Crockatt* got the 10,000*l.* insured at four private Offices, at and from *South Carolina* to the *Havanna*, and at and from thence back to *South Carolina*, with Liberty to touch at *Providence*, outward and homeward bound, upon any Kind of Goods, laden or to be laden aboard the Ship called the *Tryal*, a Flag of Truce Ship, *William Jefferys*, Master, beginning the Adventure from, and immediately following the Lading thereof aboard the said Ship at *South Carolina*, and so to continue until the said Ship, with the Goods whatsoever, shall be arrived at the *Havanna*, and so shall further continue till arrived back at *South Carolina*, and the same there safely landed; and it shall be lawful for the said Ship, in this Voyage, to stop and stay at any Ports or Places whatsoever, more especially at *Providence*.

At the Foot of some of the Policies are these Words, *viz. Warranted a Flag of Truce for the Voyage*; and in the others, after describing the Voyage, *the Ship being a Flag of Truce for the Voyage*.

The *Tryal* sailed from *South Carolina* to the Island of *Providence*, after the Captain had received his Credentials from the Governor as Commander of a Flag of Truce Ship, where she arrived, and disposed of Part of her Cargo, and then sailed directly towards the *Havanna*; and being arrived near the Entrance of the Harbour, was seized by a *Spanish* Ship of War, and carried into the said Place, where her Lading was condemned and sold, and the Ship, Officers, and Sailors, detained near five Months; at the Expiration of which time, the Governor of the *Havanna* permitted them to return, with some *English* that had been made Prisoners, but without the *Palatines* they went to reclaim; and the Governor gave the Captain a Protection, to screen him in his Return from being molested by Men of War or Privateers.

Mr. *Crockatt*, on receiving Advice of the above-mentioned Loss, demanded it of the Insurers; who, thinking they had Reason to deny the Payment, suffered themselves to be sued for it; and Mr. *Crockatt*, to support his Demand, offered to produce the Invoice, Bill of Lading, Credential Letters, and an Affidavit under the Seal of the Province of *Carolina*, attesting, that the Goods contained in the

Invoice

*Invoice* were shipped, and Witnesses who were ready to prove, *vizd Voss*, the Capture and Sale of the Goods at the *Havanna*, the Detention of the Mariners, and that the Ship returned as a *Flag of Truce*, with forty nine *English* Prisoners, to *Carolina*.

On the other Hand, the Underwriters, to invalidate the Insurance, pretended that this was an illicit Trade; that the Ship was not a *Flag of Truce*, or, if she was so, that the Assured, by warranting her to be so, did, in Effect, engage that the Goods should be exempt from Seizure; that, to entitle the Plaintiffs to a Recovery, it was incumbent on them to shew the Condemnation, and the Reasons of the Confiscations at the *Havanna*, and many other Arguments were used to set aside the Policy; but the Jury found a Verdict for the Plaintiffs.

The *Mary*, Captain *Wilson*, was hired at *London* to carry Goods to *Dublin*, *Huffy v. Hewitt*, tried at *Guildhall*, after *Michaelmas* Term, 1747. and an Insurance was made on Ship and Freight; but in her Passage she ran ashore on the Sands called *Artelow Grounds*, and was there deserted by the Captain and Sailors, who went ashore to save their Lives, supposing the Ship irretrievably lost; but some Fishermen, hearing of the Wreck the Night before, went out after her, and early in the Morning spied a Sail off *Meyenbead*, near *Artelow* in the County of *Wicklow*, and about thirty Miles from *Dublin*, lying afloat in about ten or eleven Fathom of Water, and about a Mile and a half from Shore, which proved to be the aforesaid Ship *Mary*; and on coming up with her, in the last Quarter-Ebb, they found the Ship lying-to, with her Gib-Sail hauled to windward, and her Mizen-Sail set, and, on boarding her, found her entirely deserted, without one Person therein.

After the Fishermen had got in, they founded the Pumps, and found so little Water in her, that two Hands cleared her in an Hour's Time, after which she leaked but very little; and some few Hours after, the Fishermen meeting with a Pilot, agreed with him for Half a Guinea to carry her into *Polebegg*, which is a Place where Ships bound for *Dublin*, that draw much Water, are unladed and discharged, where she was delivered to Captain *Wilson*, who took her in Charge, and was afterwards moored, and all her Cargo delivered safe and undamnified, and the Freight accordingly paid for the same.

The Ship was, after her Discharge, removed from *Polebegg* to the Bank Side, and there laid on the Ground, to search if she had received any Damage; and it was found that nine or ten Feet of her Sheathing was rubbed off, and about the same Quantity of her false Keel broke, and the Ship strained very much, so that they were forced to carry her back to *Polebegg*, and there moor again.

The Plaintiff demanded the whole Insurance, which was 700*l.* on a supposed Proof of the Ship's being rendered unfit for any future Service, by her being run ashore as afore-mentioned; and the Defendant tried to invalidate his Claim, by first endeavouring to prove, that she could not be of near the Value insured, as she was an old *New-England* built Ship, and sold a little before, to be broke up, for 150*l.* but the Purchaser resold her to another, who sold the Moiety thereof to the Plaintiff, as he asserts, for 400*l.* the Truth of which Sale the Defendant suspects, as well upon Account of the Lowness of the first Purchase, as an Erasure upon which the Concern was wrote; and he likewise offers some Reasons to suppose that the Ship was wilfully run ashore, and not undesignedly, as the Captain asserts; and to support these Allegations, he refers to the Manner in which she was found, with little or no Damage, as aforesaid, more than what was occasioned by her lying aground; that the Captain had a very bad Character, and it was suspected he made large Insurances, which induced him wilfully to lose the Ship; more especially as the Mate had declared, that if the Captain would have left him two Boys he would not have quitted the Ship, and several other Things to the said Purpose; but these not appearing so plain to the Jury, they found a Verdict for the Plaintiff.

The *Westwyk's Arms*, Captain *Richard Horner*, a *Swedish* Ship and Commander, was chartered at *Hamburg*, by Mr. *Jacob Bosanquet*, a Merchant there, *Bosch v. Snow*, Mich. Term, 1748. to

to sail for *London*, and there to take in such Goods as he or his Correspondents should put on board her, and carry them to such Parts of *Italy* as he should be directed.

A large Quantity of Goods were laden aboard her, to the Value of 30 or 40,000*l.* and among the Shippers the Plaintiff was one, who took this Opportunity of sending his Friends Woollens to the Import of 1367*l.* 12*s.* 7*d.* consigned to one Mr. *Anthony Damiani*, a Merchant at *Leghorn*, for the Use of several Persons in *Italy*, by whose Orders they were shipped; though with the Circumstance, that the Property was not to be vested in them, neither were they to pay for them, till the Goods were arrived and delivered according to the Bill of Lading, and consequently remained the Plaintiff's Property, till the afore-mentioned Particulars were complied with, which induced him to get 1000*l.* insured on them; and it was mentioned in the Policy, that the Goods were warranted to be inserted in the Bills of Lading, *for neutral Account*. This was a Custom during a War, in order to screen Goods from the Enemy's Seizure; and the Captains of neutral Ships would not sign Bills of Lading without this Insertion, which was Mr. *Boehm's* Motive for filling up his accordingly; and the same occurred with the other Gentlemen on shipping their Goods, as the said Warranty and Declaration were inserted in all the Policies and Bills of Lading.

This Ship in her Voyage was taken by a *Spanish Privateer*, and carried into *Ceuta*, a *Spanish Port* on the Coast of *Barbary*, where the Goods were condemned as lawful Prize, as appears by a Copy and Translation of the Sentence of Condemnation, though the Ship was set at Liberty; and the Captain, after fruitlessly soliciting the Release of his Cargo at *Ceuta*, went to *Cadix* to reclaim it, where, notwithstanding he was joined in Solicitations by the *Swedish Consul*, and both asserted the Honour of the Flag, and the neutral Property of the Merchandize, they could prevail nothing towards altering of the Sentence, which stood confirmed; though, whilst this was transacting, Mr. *Boehm* demanded his Insurance of the Underwriters, who, being convinced of the Justice thereof, came to the Agreement of paying him 50*l.* per Cent. and accordingly endorsed the Policy in the following Manner, *viz.*

WE, whose Names are hereunto subscribed, do agree to pay unto the Assured 50*l.* per Cent. on our several Subscriptions on this Policy, in a Month from the Date hereof; but in Case the Goods are restored in Safety, and are discharged according to the Tenour of the Policy, the said 50*l.* per Cent. are to be repaid to us by the Assured, we engaging to make good any Average or Damages that may ensue by the Detention of the said Goods.

*Signed by all the Underwriters.*

And afterwards there was likewise indorsed the following Words, *viz.* "Whereas the within-mentioned Ship, the *Westerwyk's Arms*, Captain *Horner*, from *London* to *Leghorn*, was taken by the *Spaniards* in *July*, 1746, and forcibly carried into *Ceuta*, where she has been detained with her Cargo ever since; and, notwithstanding all the Application and Endeavours that have been made Use of by the Assured and his Agents for their Release, they have hitherto proved fruitless, and without Success; therefore We, the Underwriters on this Policy, do agree to pay Mr. *Thomas Boehm*, the Assured, the remaining 48 per Cent. in one Month from the Date hereof, which the said Mr. *Thomas Boehm* obliges himself to refund and pay back again, in Case his said Goods should be hereafter released, and arrive safe at *Leghorn*, according to the Tenor of this Policy, we engaging ourselves to make good any Average or Damage that may ensue in this Adventure; and the Assured promises and obliges himself to continue his utmost Endeavours that his said Goods may be restored and discharged."

The present Defendant only signed the first of these Agreements, but never paid the Money pursuant thereto; though all the rest of the Underwriters signed both, and have paid their Money long ago.

The Plaintiff proved, that the Defendant was acquainted, when he underwrote the Policy, with the Reasons for inserting the Words, that the Goods should be warranted to be inserted in the Bills of Lading for neutral Account: He also proved his Interest, and that the Goods were his, till delivered; that all the Underwriters on this Ship have paid their Losses, to the afore-mentioned Value of between 30, and 40,000*l.* and that even the Defendant himself had paid one on her: He also proved by a Person, *vizd voce*, who had seen the Ship at *Cadiz*, and heard the Captain and *Swedish* Consul discourse about their Solicitations for freeing the Goods, which, joined to the before-mentioned Copy of her Condemnation, he thought sufficient Proofs of the Loss; but the Defendant being of a contrary Opinion, and not satisfied therewith, stood a Trial, when the Jury found a Verdict for the Plaintiff.

The *Dartmouth* Galley being fitted out as a Privateer, sailed (in Company *Jalokert and* with the *Fortune*) in *October*, 1744, on a Cruise, and the Plaintiffs being con- *Nevill, Jonathan Collier,* cerned therein, got Insurance made on their Part for one Calendar Month, of *jun. Trinity Term, 1749.* which the Defendant underwrote 200*l.* and the said Ships, after being out two *at Guildhall* Days, fell in with two *French* Men of War, with whom the *Dartmouth* engaged, and after a gallant Defence was taken by them, though not till the Captain and two more were killed, and several wounded, when the Lieutenant seeing the Inequality of the Combat, ordered the Colours to be struck, and surrendered, on which the Conquerors ordered the *Dartmouth's* People to hoist out their Barge, and go as many as could on board the Man of War, but the *Dartmouth's* Men finding an Opportunity failed away, and got off; their Enemies pursuing and overtaking them, they were obliged finally to submit, and the Men of War sent a Lieutenant, with a sufficient Power, to take Possession of the *Dartmouth*, in whose Custody she continued only about an Hour and a Half or two Hours; for the Lieutenant and his Company perceiving she was leaky, by one of the Men of War running foul of her, and starting a Plank, during the Engagement, called to his Commanders to send a Boat for them, as they feared sinking, which they immediately complied with, and the Lieutenant of the *Dartmouth*, and about ninety of her men were carried into *France*, and the Boatswain being left on board with about twenty more (including nine wounded ones) searched for, and in a great Measure stopped her Leaks, and taking Advantage of the *Frenchmen's* Fears and the Night, in two Days after got safe again into *Dartmouth*; and soon after her Arrival there, was refitted by the Owners, and sailed on another Cruise.

After this the said Ship was kept insured from Month to Month, and the Defendant underwrote several subsequent Policies on her, being always told by the Office-Keeper that he was of the first Policy, and neither he nor the Plaintiff ever pretended to demand any Thing of him on Account thereof.

In about six Months after the Expiration of the afore-said Policy, the Defendant paid the Plaintiffs a Loss on her, having continued to insure her Monthly, from the Policy in Question, and the Plaintiffs when they received it, never so much as insinuated, or pretended they had any Right to the first Insurance; however, the Plaintiffs have now claimed it, as the taking of the Ship, and carrying of her Men away, entirely over-set the Cruise, and she could not be refitted and sail on another before the expiration of the Month for which she was insured, and consequently this proved an entire Loss to the Assured; but in Support of the contrary, it is alledged by the Defendant, and confirmed by the Opinion of several very considerable Merchants, that this could not be counted a total Loss, more especially as it is not on a Cruise, the Words of the Policy being, *to be insured lost or not lost, to any Ports or Places, for one Calendar Month*, but no mention at all made of any Cruise; on which Account the Defendant supposes there could be no Interruption to a Thing never guarded against; and besides the Ship was so far from being a total Loss to the Owners on the first Risk, that she afterwards met with great Success by taking a very rich Prize.

And if this Doctrine offered by the Plaintiffs had taken Place with Respect to Insurances made for Time, every Collier might bring this as a Plea, as they

are always insured on those Terms, though it was never apprehended, that every little Accident which happened within the Times and obliged them to refit, was deemed a total Loss.

*The Plaintiff's were nonsuited, because unprepared to shew the Impossibility of her being fitted out again before the Expiration of the Insurance.*

*Benjamin  
Morgan De  
Silva v. P.  
Co. &c.*

The Plaintiff caused Insurance to be made for himself or others, *lost or not lost*, on the good Ship *L'Heureux*, Capt. *Beatrix*, from *Bayonne* to *Martinico*, the Adventure beginning at and from *Bayonne* to *Martinico*, and *Cape François* in *St. Domingo*, with Liberty to touch and stay at any Ports or Places whatsoever, without Prejudice to the Insurance, and without other Proof of Interest in Case of Loss, than the present Policy, and the *French* and *American* Livres to be valued Eleven-Pence each, without further Account to be given; and for this the Assured paid thirty Guineas *per Cent.* to have twelve Guineas *per Cent.* returned, in Case the Ship should depart with Convoy from *Bayonne* or *L'Isle D'Aix*.

The said Ship sailed two Days after in Prosecution of the aforesaid Voyage, and was taken, brought to *London*, and condemned; on which the Assured demanded of the Defendant his Subscription, which he refused to pay for different Reasons, as will be hereafter mentioned.

Several Merchants in *France*, particularly at *Bordeaux* and *Bayonne*, after the Commencement of the *French* War of 1744, fitted out a great Number of Ships under a Pretence and Appearance of sending them to the *French* Settlements in *America*, &c. and got them insured to their full Value at *Marseilles*, and other Places in that Country; and as the Laws of *France* prohibit every Person from making larger Insurance than what their Interest is, they, without discovering what they had done in their own Country, requested several Gentlemen here to get Insurance made for them, often to three or four Times more than their real Interest was; and the said Ships being generally taken or lost, the Underwriters, without suspecting any Fraud, paid their Subscription, by which Means the *French*, concerned in these Practices, got more than they would have done by any fair Adventures.

These Sorts of Transactions became at last so notorious in *France*, that *Monf. the Count de Maurepas*, Director of the Marine in that Country, about *May*, 1747, took Notice of it, and sent a Letter to a Merchant at *Nantes* desiring him to enquire of his Correspondent in *England*, into the Valuations of the several Ships and Cargoes mentioned in the Letter (and amongst them of the *Heureux*, Capt. *Beatrix*, before-mentioned) with the Amount of the Insurances made thereon, declaring in the said Letter, that there were great Frauds committed by Persons of *Bayonne* and *Bordeaux*, in fitting out Ships and making large Insurances thereon, and then putting those Ships in the Way of being taken by the *English*. This Gentleman sent a Copy of the above-mentioned Letter to *Mr. Henry Loubier*, a Merchant of this City, who generously communicated the same to several of the principal Underwriters; and they in Consequence of this Advice, chose a few Gentlemen from among themselves as a Committee to enquire into these Frauds; and they found that several Gentlemen in *England* had procured Insurances to be made on *French* Ships from *Bordeaux* and *Bayonne* to the *West Indies*, either upon the Terms of *Interest* or *no Interest*, or without further Proof of Interest than the Policy, to the Amount of 100,000*l.* of which near the Half was disputable Losses, by there being great Reason to believe, that these Insurances were fraudulent, and among others the Ship in Question; upon which a Bill in Chancery was filed, and an Injunction obtained, but on the Plaintiff's swearing he knew no Fraud, the Injunction was dissolved.

The Committee sent an Answer to *Mr. Maurepas*' Letter, authenticated by a Notary Publick, whereby it appeared, that the Ship and Cargo in Dispute were sold in *England* for 788*l.* 11*s.* 3*d.* viz. the Cargo for 388*l.* 11*s.* 3*d.* and the Ship for 400*l.* and there was insured on her in *England*, 2790*l.* and at *Marseilles*, it was found, upon Inquiry, that 12,000 Livres had been insured, which (reckoning a Livre at 11*d.*) amounts to 550*l.*

The



The preceding Circumstances were offered to the Court in order to discharge the Defendant from paying the Insurance, but it not being in his Power to prove them, though he supposed them Matters of Fact, and it appearing plainly that the Plaintiff had not in the least been guilty of any Fraud, and the Policy being expressly valued, and that in Case of Loss, the Assured should not be obliged to prove his Interest by any other Means whatsoever, save by the present Policy, as is mentioned in the Beginning of this Case, and had paid an adequate Premium to the Risk, which to the Underwriters was rather less than would have been on an Interest to be proved; as in this latter Case they are liable to Averages, which on Policies like this in Question of *Interest or no Interest*, they are solely answerable for a total Loss; and the Jury found a Verdict for the Plaintiff.

The same was tried on three other Ships under the same Circumstances, on which large Sums had been insured, and had the same Determination.

The Plaintiff, being concerned in the *Salamander* Privateer, made Insurance *Pond v. King*, on her, as well in his own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same did, might, or should appertain, in Part or in all, lost or not lost, at and from the *Downs*, or elsewhere, to any Ports or Places whatsoever, for and during the Space of three Calendar Months, to commence from the 21st of *December*, 1744, upon the Body, Tackle, &c. of the said Ship; and to continue until the said Ship, with her Tackle, &c. should be arrived at, as above-mentioned, and there had moored at Anchor twenty-four Hours in good Safety; and it should be lawful for the said Ship in that Voyage, to proceed and sail to, and touch, and stay at, any Ports or Places whatsoever, without Prejudice to that Insurance; the said Ship, &c. for so much as concerned the Assured, was and should be valued at, *Interest or no Interest*, free of Average, and without Benefit of Salvage to the Assurers, touching the Adventure, &c. which they, the Assurers, are contented to bear, and did take upon them in that Voyage, &c. and in Case the said Ship should not be heard of in twelve Months after the Expiration of the above-mentioned three Months, the Assurers agreed to pay the Loss, and the Assured to repay the same, if afterwards the said Ship shall be heard of in Safety. The Defendant underwrote two different hundred Pounds at separate Times, on the aforesaid Policy, and the Ship proceeded on her Voyage, on the 21st of *December* as above-mentioned, and was taken by the *French*, on the 2d of *February* following, after an Engagement of more than an Hour with a much superiour Force, and after several of her Men were killed and wounded; and being thus conquered, 117 of her Men, including the Captain and all the Officers, most of her small Arms, and the Commission were removed into the Enemy's Ship, and carried into *France*, leaving only seventeen *English* on Board the *Salamander*, of which five soon after died of their wounds, and two *French* Officers with twenty-four of their Men; and the said Ship was in Possession of these their Adversaries, from four of the Clock in the Afternoon of the said 2d Day of *February*, until five of the Clock in the Afternoon of the 5th Day of the same Month, during all which Time she was absolutely in the Power of the Enemy, and was, at the last mentioned Period, retaken by the *Hunter* Privateer, Capt. *Richard Veale*, who put thirty of his Men and two Officers on board her, and kept her cruising with him for eight Days, when the said Captain *Veale* engaged, and took a *French* Ship, with which, together with his own Ship and the *Salamander*, he endeavoured to gain some Port in *England* or *Ireland*, but the Wind and Weather not permitting, he carried them all to *Lisbon*, a neutral Port, where he lay a considerable Time; during which Captain *Veale* took out of the *Salamander* two Carriage Guns, and thirty hundred Weight of Bread for his Ship's Use; and the Captain of the *Durley* Privateer, being in Partnership with the *Hunter*, also took out two Carriage Guns for the Use of his Ship; of all which Captain *Veale* made a Manifest, and sent to his Owners, that they might be accountable for them where they ought.

Captain *Veale* levied and instituted a Cause or Suit in the Vice Admiralty Court at *Gibraltar*, against the said Ship, the *Salamander*, &c. and on the 29th of *April*,

April, 1745, obtained a Decree from the Judge thereof, that the said Ship, &c. should be restored to her rightful Owners, they paying, in Lieu of Salvage, one third Part of the full, true, and real Value thereof, free and clear from all Charges and Deductions whatsoever; but as her Capture had intirely overfet her Voyage before the Expiration of the three Months, for which she was insured, the Plaintiff demanded the Insurance of the Defendant, which being denied, he sued him for the same; and on the Trial at *Guildball*, the Jury brought in their Verdict *special*, which occasioned its being argued before the Judges of the *King's Bench* in *Hilary Term*, 1746, and the Dispute in Question seemed to turn on this Point, *viz.* whether a Policy made free of Average can affect the Insurer but by a total Loss. This was strongly urged in Favour of the Defendant, whose Counsel supposed that the Recapture prevented the total Loss which would have happened, had the Enemy carried her into *France*; and that he was freed by the Policy from Payment of the Average order: to be paid in Lieu of Salvage, so that consequently the Plaintiff's Demand on him was ill founded and unjust; but the Arguments on the contrary Side being strong and conclusive, I shall transcribe the greatest Part of them; and the Questions now upon the special Verdict are two, one to be considered upon the first, the other on the second Count in the Declaration.

1<sup>st</sup>. *Whether* the Property of the Prize was divested by the Taking; and 2<sup>dly</sup>. *Whether*, as it is found that the Voyage was totally broke, and the Purpose thereof defeated by the Capture, and no Restitution made to the Owners, there is not a Breach of the Policy, sufficient to give the Plaintiff a Right of Action, notwithstanding the Recapture, and though the Property be not changed, and the Insurance be made free of Average.

1<sup>st</sup>. It is found that the Ship was taken by the Enemies as a Prize, and that a Hundred and seventeen Men, including the Captain and Officers, with the greatest Part of the small Arms, Commission, &c. were carried into *France*, and only seventeen Men were left on board, all of which, except three, were wounded, and five of them died soon after, so that they were not able to navigate the Ship: but two *French* Officers and twenty-four Men were put aboard, and the said Ship so conquered remained in the Possession of the Enemy, from the 2<sup>d</sup> to the 5<sup>th</sup> of *February*, and during all that Time, was absolutely in their Power; and that thereby the Voyage insured was totally prevented.

These Facts, according to the Laws of *France*, *Spain*, *Holland*, *Sweden*, and other *European* Nations, are sufficient to divest the Property of the Prize; but according to the Opinion of some Writers, who draw their Notions from the Rule of the *Civil Law*, the Property of a Ship taken at Sea, is not divested till the Prize is brought *Infrà Fines*, or *Infrà Presidia Capitulum*.

If the Question therefore is to be determined by the present Law of Nations, it is with the Plaintiff; for thereby the Property of a Prize is changed, By a firm Possession of twenty-four Hours.

But if by the Opinion of certain Doctors of the *Civil Law*, it is against the Plaintiff;

The Prize not being brought *Infrà Fines Hostium*.

It seems to be agreed by all the contending Writers upon this Question, that the legal Principle, which vests the Property of a Prize, is

Such a Taking as enables the Captor to retain and defend the Possession, but their Dispute is concerning what Circumstance is declarative of such Ability, and upon this Head it is that a Variety of Difficulties have arose.

*Van Rynkerhook*, speaking to this, says,

"Quando autem ita adepti videamur Possessionem, ut retinere, vel non retinere possimus, Causarum Varietate definire non permittit."

They all likewise agree, that when the *Spes probabilis recuperandi* is lost, or the Parties may be said *deposuisse Animum recuperandi*, the Property becomes the Captor's.

But they cannot settle what shall be Evidence thereof, though they confess it would be beneficial to the Publick, and reasonable in itself, to put an End to an Infinity of Litigation, by reducing the Question to a Certainty; yet, notwithstanding so necessary an End is fully agreed upon, the Means leading to it are not: the Doctors, adhering zealously to the Rules of the *Civil Law*, contend, that the *Criterion* for determining the Question, shall be a bringing the Prize *Infrà Præfidia*; the Law of Nations regarding the general Interest and Convenience of the Subjects, and to give all possible Encouragement in the Time of War for the retaking of Prizes from the Enemy, hath ordained that a Possession of twenty-four Hours shall be sufficient.

And now it is for the Judgement of the Court, to which Side they will pay the Deference; that is, whether to the Opinion of such Doctors, as *Alber. Gent. Petrinus Bellus*, and *Van Bynkerboek*, or to the Law and constant Practice used in other Nations.

If they adhere to the Doctors, the Question is not finally settled amongst them, for some contend, that there must be a bringing *Infrà Fines Capientium*, others only *Infrà Classim*, and some into a neutral Port, &c. and some go so far as to say, that after a bringing *Infrà Præfidia*, there must be a Sailing to a new Destination.

But by the Law of Nations, of modern or later Institution, the Certainty sought for is definitive, viz. a Possession of twenty-four Hours; and the Authorities to prove the Law of Nations on this Question, are,

1. "Recentiori Jure Gentium inter *Europæos* Populos introductum videmus ut talia Capta censeantur, ubi per Horas viginti quatuor in Potestate Hostium fuerint. *Gro. L. 3. Cap. 6. S. 4.*

2. "La Coutume vient des anciennes Loix D'Allemagne, & elle a etablie Limitation de l'Espace de 24 Heures qu'elles limitèrent non sans Raison. *Barb. Notes on Grotius, L. 3. Cap. 6.*

3. "La même Chose se pratique en Angleterre, & dans le Royaume de Castille, *Idem.*

4. "Sed hodie Naves ab Hoste captæ communi inter Christianos & *Europæos* Populos,—five Jure, five Consuetudine postliminio—non recipiuntur si Hostis eas non eodem Die navali Pugna iterum amiserit, sed si per viginti quatuor Horas in Potestate Victoris fuerint tunc enim verè captæ, & proprii Juris factæ censentur. *Locenius de Jure Maritimo, &c. I. 2. C. 4. S. 14. Zonch de Jure Feciali, Part 2. S. 8. 21.*

5. "Quicquid verò clarissimi Interpretes disputent de Prædâ prius in Præfidia deducendâ, quàm fiat possidentis, aliud tamen Consuetudine & Moribus *Europæorum* hodie observatur, ut nimirum Præda Capientium fiat, & præsertim Naves Hostium de quibus hic Sermo est, si a Victore per Diem & Noctem possessa fuerint. *Loc. L. 2. C. 4. S. 8.*

6. "Si aucun Navire de nos Sujets est repris sur nos Ennemis après qu'il aura demeuré entre leur Mains pendant 24 Heures, la Prise en sera bonne, & si elle est faite avant les 24 Heures, il sera restitué au Propriétaire. *Ordon. touchant la Marine, Tit. Prizes, Art. 8.*

7. "Simon Greenewegen, an Authour frequently quoted as an Authority by the best Writers, and who was a celebrated Lawyer\* in the last Century, <sup>Diâ. Mor.</sup> and of a Family that had for a long Course of Years sat at the Helm of the Government, proves that the Law requiring a Ship to be brought *Infrà Præfidia* is abrogated, and puts it down as such in his Treatise *De Legibus abrogatis, & inusitatis in Hollandiâ, vicinisque Regionibus*, where he distinguishes what shall be said to be Prizes by the *Civil Law*, and what by the Law of Nations; to which End, in *Lib. 49. Tit. 15. de Captivis, &c.* he makes several Divisions and Subdivisions of the Subject, and has two Subdivisions of *Navibus*, viz. First *Captæ*, quæ dicuntur jure Civili; Secondly, *Gentium*; and, under this Head *Gentium* quotes the Passage aforesaid from *Grotius* and adds, that now in *Holland* a Prize may be good, *Nullò habito Respectu Temporis, quo Navis in Hostium Potestate fuerit, dum tamen infrà Præfidia perducta non fuit.* *Sim. Grec. De Leg. Abr. P. 353.*

As by the Law of other Nations a Possession of twenty-four Hours undoubtedly divests the Property of a Prize, one might conclude that, as this Question has not been judicially determined by this Court, it would be reasonable to put the Subjects of England upon the same Footing with those of France, Spain, Holland, Sweden, &c. especially in mercantile Contracts, which ought to have the same Construction in one trading Country as another, and more especially as this Kind of Insurance, *Interest or not*, is a Branch of Trade peculiar to us: But if this will not do, the Question upon the second Count is to be considered, which is,

2d Quest.

*Whether*, upon this Count, there hath not been a Breach of the Policy, or Contract of Insurance, sufficient to give the Plaintiff a Right of Action, upon *Interest or not*?

It is found that the Prize was fitted out to cruize against the King's Enemies; that all her Men, except seventeen, as aforesaid, were taken and carried into France, and those left, not able to navigate the Ship, and that the Voyage described in the Policy was thereby totally prevented; and that, at the Time of the Verdict, the Ship remained at Lisbon, not restored to the Owners.

This seems to be a Breach, taking the Policy either upon the Ground of  
A CONTRACT OF A WAGER.

Considering it as a *Contract*, the Agreement is, that the Ship shall not be prevented in the Voyage, by any of the Perils or Risques in the Policy, amongst which are all *Surprisals* at Sea, *Arrests*, *Restraints*, and *Detainments* of all Kings, Princes, and People whatsoever; and *here* has been a *Surprisal* at Sea, and a Detention, whereby the whole Voyage insured was totally broke, as is found by the Verdict; and this is a much stronger Case than *Depaiba* and *Ludlow*, where the Court, for very good Reasons, determined unanimously for the Plaintiff, as appears by the Judgement of Lord Chief Justice King, delivered as the Opinion of the whole Court; whereby it also appears, that a total Loss is not necessary in all Cases to give the Plaintiff a Right of Action upon a Policy, *Interest or not*.

The Defendant's Counsel insisted in his Argument, that as the Policy was made free of Average, nothing could affect the Insurer but a total Loss, because all other Losses are included within the Import of Average, by the Words of the Contract.

This is a Mistake, and appears to be so from the Words of the Policy, which immediately follow, *viz. and without Benefit of Salvage to the Insurer*.

If nothing but a Loss of the Whole could affect the Insurer, is it not consistent that he should renounce the Benefit of Salvage; for what could he have to do with Salvage, in Case he was chargeable if any Thing was saved?

This therefore is a Construction not warrantable, being absolutely inconsistent with the express Words of the Policy, which are *free of Average, and without Benefit of Salvage to the Assurer*.

And as such a Construction is inconsistent, another is to be sought, which is not so repugnant, and which may permit the Words before-mentioned to stand with more Propriety, and this may be done by confining the Import of Average to a Limitation; and the Definition of Average in the first Article of the Ordinance of Fontainebleau, *touchant la Marine, Titre Avarie*, establishes such a Limitation of the Import of this Word as will give it a consistent Place, as it stands in a Policy of Insurance: It is by the said *Ordon.* defined thus;

“Toute Depense extraordinaire qui se fera pour les Navires et Marchandises  
“conjointment ou séparément, et tout Dommage qui leur arrivera depuis  
“leur Charge et Départ, jusques à leur Retour et Décharge, seront  
“reputés Avaries. *Ordon. of 1681, Tit. 7. des Avaries.*”

And it is certain, the true Import of the Word Average is, such Damages as happen to the Ship or Cargo during the Voyage, as the Loss of Anchors, Masts, Cables, &c. but that which breaks up the Voyage, as, in this Case, a Capture by Enemies, whereby the whole End, Purpose, and Design of the Cruize was absolutely defeated, by the actual Taking of all the Men, Arms,

Provisions,

Provisions, Commission-Officers, &c. cannot, from the obvious Nature, Circumstances, and Reason of the Thing, and the Authority of the Case of *Depaiba* and *Ludlow*, be esteemed barely as an Average to which the Insurer is not liable, but must be considered as a total Breach of the Contract of Insurance to which he is liable.

If the Construction contended for by the Defendant was to prevail, the Insurer would rather be indemnified from than subjected to the Perils insured against; for if a taking happens at the Beginning of a Voyage, insured from one Port to another, or for Time only, and the Voyage be thereby broke up, or the Time elapsed, the Recovery of the Ship will ruin the Insured, and be a general Release to the Insurer, who will also be thereby indemnified from all the Risks in the Policy; whereby, if no such Capture had happened, the Ship might have been lost, and a Capture and Detention breaking up the Voyage insured, might put the Insurer in a better Condition than if there had been no Capture at all, which cannot be the Meaning of the Parties, being inconsistent with the apparent Design of an Insurance.

Besides, in this Case, the Ship insured is not to this Hour, as appears by the Verdict, restored to the Owners; neither was it \* worth their while to pay Salvage and Charges, and raise Men to bring her home; and suppose they had, and she had been taken again by the Enemy, the Time of Insurance was expired, and the Insurer in such Case would have said he was not liable.—Therefore must be considered as a total Breach of the Policy, and not as a bare Average.

\* *Harley v. Pringle*, held by L. Chancellor, that the Insured might abandon.

1st, Here was a Taking and a Detention.

2dly, All the Men, Commission-Officers, &c. taken and carried into *France*, and never retaken.

3dly, Though Ship retaken, not restored, and possibly never may.

4thly, If restored, her Men, Arms, Provisions, &c. being taken, could not pursue the Purpose of the Voyage, and therefore the Insured may abandon the Benefit of the Salvage.

5thly, The Verdict has found the Voyage was thereby totally defeated, and that is sufficient.

There are many Cases where the Plaintiff on a Policy, *Interest or not*, has recovered, though no total Loss of the Ship, but because by the Perils in the Policy, she was rendered unable to perform the Voyage, as in the Case of the *Ludlow Castle*, and the Case of the *Providence*, between *Carter* and *Barrel*, where the Ship came into *St. Ives*, bound for *London*, but being leaky, the Cargo was unladed, and the Ship sold at *St. Ives*; though it was proved she might, at a considerable Expence, have been made fit to perform the Voyage, yet, as without it, the Voyage could not be performed, the Plaintiff recovered, though no Loss at all of the Ship.

So, in the present Case, if the Ship had been retaken in an Hour, she could not have pursued the Voyage; for all the Men, &c. were taken and carried into *France*, and therefore she could not navigate herself, neither could she have performed the Voyage insured.

But, taking it upon the Footing of a *Wager*, as put by the Defendant's Counsel; What is the *Wager*? It is, that such a Ship, for and notwithstanding any Arrests, Restraints, &c. will sail from *London* to *Jamaica*, or sail for three Calendar Months upon a Cruise, as the Adventure may be. If, therefore, by any Arrest, Taking, Detention, &c. the Ship is totally prevented from proceeding in the Voyage, is not the *Wager* lost? Has not the Contingency insured again? happened?

Upon this Case, for the Reasons aforesaid, and many others arising upon the Nature of the Contract of Assurance, and particularly upon the Authority and Reason in *Depaiba* and *Ludlow*, the Plaintiff hoped for the Judgement of the Court in his Favour, which accordingly was given; and the Judges were unanimous in their Opinion.

I HAVE enlarged considerably on this Case, more than on any others, as it is that which settled definitively this Nature of Insurance, which before was almost always contested, when any little Difficulty happened; and though the late

AGT



Act prohibits the Continuance of a Business it deems hurtful to the Publick, yet this Decision may be a Government for Disputes in other Parts where it is permitted, or in Case the aforesaid Act should ever be repealed.

### *Cases of Warranty to sail with Convoy.*

A SPECIES of Warranty, which most frequently occurs in Policies of Insurance, in Time of War, is that of failing under the Protection of Convoy; that is, certain Ships of Force, appointed by Government, to sail with Merchantmen from their Port of Discharge to the Place of their Destination. When the Nature of a Convoy is considered, it is highly reasonable that the Policy should be forfeited, if the Insured fail to comply with so material a Condition; because the Risque which the Underwriter takes upon himself is very considerably increased, in Time of War, by the Want of Convoy. Accordingly, by the Laws of this, and of all other Maritime Powers, if the Insured warrant that the Vessel shall depart with Convoy, and it do not, the Policy is defeated, and the Underwriter is not responsible.

We have already seen, that every Warranty must be strictly and literally complied with, and that a liberal and substantial Performance, merely, will not be sufficient. Hence, in a Warranty to sail with Convoy, it becomes material to consider what shall be deemed a Convoy, within such a Condition. Upon this Point it has been solemnly settled by the Court of *King's Bench*—"That it is not every single Man of War, which chuses to take a Merchant-Ship under its Protection, that will constitute such a Convoy as the Warranty means; but it must be a naval Force, under the Command of a Person appointed by the Government of the Country to which they belong." The Reason of such a Decision is wise, because Government must be supposed to be better informed of the Designs and Strength of the Enemy, and what Degree of Force will be sufficient to repel their Attempts. But let it be observed, that a single Man of War, Frigate, or Sloop may be deemed sufficient to protect one or more Merchantmen; and if the Captain has received his Orders to protect them, though his Force may prove insufficient, and the Ships are captured, this is to be considered as failing with Convoy according to the Warranty in the Policy.

*Hibbert v.  
Pigou, B. R.  
1783.*

The Case, in which the above Points were settled, came before the Court upon a Rule to shew Cause why the Verdict, which the Defendant had obtained, should not be set aside, and a new Trial had. It was an Action to recover upon a Policy of Insurance on the Ship *Arundel*, Captain *Mann*, at and from *Jamaica* to *London*, warranted to depart with Convoy. The Facts appearing, on the Report of Lord *Mansfield*, who tried the Cause, are these: On the 25th of *July*, the *Arundel* sailed from *Morant Harbour* to *Kingston*, where she met the *Glorieux* Man of War, Captain *Cadogan*, who was likewise on his Way to join Admiral *Graves* at *Bluefields*. Lord *Rodney* had appointed Admiral *Graves* to rendezvous at *Bluefields*, in order to take the Fleet of Merchant-Ships, which were to sail from thence upon the 1st of *August*, under his Command, and to convoy them to *Great-Britain*. Captain *Mann*, upon their meeting in *Kingston Harbour*, asked for Sailing-Orders from Captain *Cadogan*, who said he had none, not having himself at that Time joined the Admiral; but he was sure that Admiral *Graves* would not fail from *Bluefields* till the *Glorieux* joined him: However, if he should have failed, he, Captain *Cadogan*, would give Captain *Mann* Sailing-Orders, and take every Care of the *Arundel* in his Power. They proceeded together, and arrived at *Bluefields*, on the 28th of *July*; but they found that Admiral *Graves* had sailed two Days before. The *Glorieux* and *Arundel* then sailed from *Bluefields*, the former firing Guns, giving Signals, and behaving in every Respect like a Convoy. Upon the 5th of *August* a Signal was made that the Fleet was in Sight, and on the 6th they joined it off *Cape Antonis*. The *Arundel* was lost in *September* in a dreadful Storm, which dispersed the whole Fleet, and in which a vast Number of the Ships perished. Upon this Evidence, the Jury were of Opinion, under the Direction of the Chief Justice, that the Terms of the Warranty had not been performed;

performed; and they therefore found a Verdict for the Underwriters, Defendants in the Cause. After this Question had been fully argued at the Bar, the three Judges, Mr. Justice *Asburs* being at that Time one of the Lords Commissioners of the Great Seal, delivered their Opinions severally.

Earl *Mansfield*—"Though the Underwriters and Insured are equally innocent, yet I cannot help saying, that now, as well as at the Trial, my Inclination led me to wish, that the Plaintiffs were in the Right. But the more it is argued, the less it is liable to dispute. There are *hypothetical* Contracts, and *conditional* Contracts. In the former, the Contract depends upon an Event taking Place; there is no Latitude, no Equity; the only Question is, Has that Event ever happened?" Then going over the Particulars of the Case, and amongst other Things referring to the Usage of Merchants, as to what is esteemed a Convoy by them, that a Convoy is a naval Force, under the Command of that Person whom Government has appointed, he applies it to the Facts given in Evidence at the Trial; and decides, that at the Time of sailing from *Bluefields*, where the Risk of the Voyage commenced, the *Glorieux* was no Part of the Convoy, and therefore the Warranty was not complied with.

Mr. Justice *Willis* differed in Opinion from Lord *Mansfield*: He went upon this Ground, that the Terms of the Policy had been *liberally* and substantially complied with. "When Captain *Mann* found that the Fleet was gone, he did every Thing in his Power for the Security of the Ship; for he put himself under the Protection of the *Glorieux*, which was appointed by Lord *Rodney* to make a Part of the Convoy. The Loss of the *Arundel* happened long subsequent to her joining the Fleet; I am therefore of Opinion, that the Warranty in this Policy has been substantially performed."

Mr. Justice *Buller*—"In deciding this Case, it is not necessary to say, whether Sailing-Orders are essential or not. The present Question is simply this: Did the *Arundel* fail with Convoy? This is a Condition which must be *literally* complied with, as all the Cases agree. As to the Question itself, it is a Question of Fact, and the Facts of the Case seem to me to prove, that the *Glorieux* was no Part of the Convoy. Admiral *Graves* had failed before they arrived, and that Circumstance which Lord *Mansfield* stated seems very material, that no Orders were left behind for the *Glorieux*. I say, that, on this Evidence, she was no Part of the Convoy; for, in order to make her so, it must appear that she was under the Orders of *Graves*. Did he leave her behind to take Care of the Ships that remained? If so, it would alter the Case very materially. But there was no such Idea; for, if there had, the *Glorieux* would have remained at *Bluefields* for the rest of the Ships until the first of August: On the contrary, Captain *Cadogan*, finding that Admiral *Graves* was gone, immediately followed; for his sole Object was to join that Admiral. Ships must sail under the Convoy appointed by the Government of the Country, who proportion the Strength of it to the Necessity of the Times. To what End would this Care be taken, if Merchantmen were to fail under the Protection of single Ships, which they may happen to meet? I am therefore of Opinion, that if a Ship do not fail with the Convoy appointed by Government, it is not a Sailing with Convoy, within the Terms of the Policy." The Rule for a new Trial was then discharged.

Although the Decisions of the Court of *King's Bench* require no additional Authority to support them, yet it will be proper, by Way of Illustration, to point out to the Reader in what Cases the Opinions of foreign Writers agree with the Determinations of the *English* Courts of Justice. Monsieur *D'Emerigon*, a very distinguished Writer upon this Branch of Jurisprudence, puts this Case: "On avoit fait des Assurances sur une navire, de sortie de *Marjeilles* jusqu'aux detroits de *Gibraltar*; et dans la Police il étoit dit, que le navire partiroit de *Marjeilles* sous l'escorte d'un bâtiment de Roi; autrement, Assurance nulle. Une Frigate, chargée de munitions de guerre pour *Alger*, se trouvoit à l'*Estague*. Le navire assuré mit à la voile sous les auspices de cette Frigate qui lui accorda protection, et qui partit en même temps. Consulté sur ce cas, je fus d'avis que si le navire étoit pris par les ennemis, les Assureurs seroient fondés à refuser le paiement de la perte: car une chose est d'être sous l'escorte d'un bâtiment de Roi, et autre chose est de naviguer simplement sous ses auspices."

Having now seen what shall not, and what shall be deemed a *Convoy*, let us proceed to investigate and confirm, by Cases, what shall be considered as a Departure with Convoy, within the Meaning of a *Warranty in the Policy to depart with Convoy*. The Rule in this Case is short and clear, that such a Warranty implies that the Ship shall go with Convoy from the usual Places of Rendezvous, at which the Ships have been accustomed to assemble; as *Spithead* or the *Downs* for the Port of *London*, and *Blusfields* for all the Ports in *Jamaica*. And that such Warranty does not limit the Ship to depart with Convoy, from her Port of Lading or Discharge, but protects her by the Assurance, while on her Way from such Port to the usual Rendezvous to join the Convoy. This Doctrine was admitted, and has been made a Precedent ever since, in the following remarkable Case.

*Gordon and Murray v. M'Leay*, Esq; at the sittings after Mich. Term, 1746, at Guildhall.

The Plaintiffs being Merchants residing at *Gibraltar*, and one of them coming to *London*, to purchase Goods fit for that Place, bought to near the Value of 3000*l.* and, in order to forward them to the aforesaid Place, he took Freight on the Ship *Ranger*, Captain *Taylor*, which he saw put up, as customary, at the *Royal-Exchange* and *Portugal Coffee-House*, with a Declaration inserted in the said Advertisement, that the Ship was to sail with the first Convoy; and in Consequence thereof he shipped his Merchandize, and made Insurance thereon, to the Amount of 2830*l.* inserting in the Policy the Words, *Warranted to depart with Convoy*, in Conformity with the above-mentioned Placart of the Captain.

The Ship, when laden, sailed from *Gravesend* the 4th of May, 1746, on her Voyage, and arrived in the *Downs* the 7th, where she continued to the 12th, in Company with the *Otter* Sloop of War, some *English* Merchant-Ships, and three *Dutch East-India* Ships.

Captain *Taylor*, whilst he lay in the *Downs*, having received Intelligence that the Convoy at *Spithead* was ready to sail, went on board the *Otter* Sloop, in order to solicit the Commander's taking him under his Protection to *Spithead*; but this the said Gentleman informed him was not in his Power to comply with, as he was ordered on a Cruise over to the Coast of *France*; whereupon Captain *Taylor* went on board the Commodore of the *Dutch East-India* Ships, who promised to take the *Ranger* under Convoy to *Spithead*.

On the said 12th of May, the *Otter* Sloop, the *Dutch*, and the *Ranger* weighed Anchor, as did also some *English* Ships, for the Benefit of that Convoy; and a few Hours after they were under Sail, the *Otter* Sloop parted from them on her Cruise, and the *Ranger* proceeded and kept Company with the three *Dutch* Ships till between four and five o'Clock the next Afternoon, being the 13th; when, in her direct Course to *Spithead*, she was attacked by a *French* Privateer, called the *Resource*, within three Miles of the *Dutch East-India* Men, and eighteen of *Spithead*, where she was to join the Convoy for *Gibraltar*, and, after some Resistance, she was taken and carried into *Havre de Grace*, and there regularly condemned.

The Plaintiff, on the aforesaid Capture, applied to the respective Underwriters, and among them to the Defendant, requiring Satisfaction for his Loss; but they absolutely refused paying any Thing, insisting, that the Ship had not sailed according to the Terms of the Policy, viz. *at and from London to Gibraltar, warranted to depart with Convoy*; but as she departed without Convoy, which she ought not to have done, and was taken in Consequence thereof, the Insurers are not held to satisfy a Loss, which they never obliged themselves to be answerable for; that the Ship ought to have staid till a Convoy had offered, and not gone to seek one at such a Distance, as evidently exposed her to be taken in getting thither.

On the contrary, the Plaintiffs pleaded, that they had complied with the Tenour of the Policy; that the Defendant misconceived the natural Construction of the Words, *warranted to depart with Convoy*, as they did not imply, that the Ship ought to have departed with Convoy from the Port of *London*, as the Rendezvous for Ships bound to *Gibraltar* and the *Straits* is generally at *Spithead*, where they join the Convoy; and although there may possibly be an Instance or two of a Convoy sailing from the *Nore* and the *Downs* to *Gibraltar*, yet this is an uncommon accidental Thing, and was not to have been expected on this

Occasion; on the contrary, it was then known that the Convoy for those Parts was to be at *Spithead*, and many Ships went there from *London* to take the Benefit of it, so that the Warranty could only be understood from *Spithead*, as it was from the Convoy there the Captain was to take his Sailing Orders; besides, as it was unsafe to lie in the *Downs* without a Man of War, the Plaintiff conceives the *Ranger* would have run a much greater Risk, in continuing there after the *Otter's* Departure, than she did in sailing with her and the *Dutch* Ships, though they were no regular Convoy; and the Plaintiff paid the same Premium for his Insurance as given on several Ships at the same Time, with a Warranty to depart from any Port of the Channel; and it was the Opinion of several Merchants, that Ships, sailing with Convoy, are to make the best of their Way to the Convoy, and not to stay for any intermediate one.

*The Jury found a Verdict for the Plaintiff.*

A similar Decision was made in the Year 1781, by the Admiralty of *France*, which is reported in the Work of *Emerigon*. Upon this Kind of Warranty, however, it is to be observed, that although the Words commonly used are, to depart with Convoy, or to sail with Convoy; yet they extend to sailing with Convoy throughout the whole of the Voyage, as much as if those Words were inserted. Indeed to suppose the contrary would introduce a Variety of Frauds; as a Ship would sail out of Harbour with the Convoy, continue with it for an Hour or two, then leave it, and run every Peril, at the Risque of the Underwriter. Therefore, a Ship warranted to sail with Convoy to her destined Port of Delivery, and putting herself under the Protection of a Convoy designed to go only Part of the Voyage with her, and then to take under its Charge Merchantmen for some other Destination, though she could find no other Convoy in the Port of her Departure, is not justified in sailing with such a Convoy.

This was decided in an Action brought for Money had and received by an Underwriter, for a Return of Premium. The Policy was on the Ship the *Parker Galley*, "at and from *Venice* to the *Currant Islands*, and at and from thence to *London*, at a Premium of 5 Guineas per Cent. to return 2 per Cent. if the Ship sailed with Convoy from *Gibraltar*, and arrived." The Ship touched at *Gibraltar* on her Way home, and sailed from thence under Convoy of the *Zephyr* Sloop of War; but the Convoy was destined only to go to a certain Latitude, about as far as *Cape Finisierre*, being ordered on the *Lisbon* Station; and accordingly, the Ship and Convoy separated, and the Ship arrived safe at *London*. The only Question in the Cause was, Whether, by the Terms of the Policy, the Condition for the Return of Premium was, a Departure from *Gibraltar* with such Convoy as could be met with, for whatever Part of the Voyage that might happen to be, or a Departure with Convoy for the Voyage. The Trial came on before Lord Mansfield and a common Jury, when a Verdict was found for the Plaintiff.

This Verdict gave great Dissatisfaction to the Merchants in the City, and more especially to the Underwriters; and a Rule was obtained to shew Cause why there should not be a new Trial. The Evidence, from his Lordship's Report, appeared to be this: The Plaintiff had called Witnesses, one of whom was Mr. *Gorman*, an eminent Merchant, to prove that for some Years past, when Convoy for the Voyage, or the whole Voyage, was intended, those explanatory Words had been added; and that, by this Usage, the Expressions of sailing with Convoy, and sailing with Convoy for the Voyage, had received distinct technical Meanings; with Convoy, signifying, whatever Convoy the Ship should depart with, whether for a greater or less Part of the Voyage. Several Policies were also produced, which had been filled up at the Office of the same Broker who had prepared that which had given Occasion to this Cause, in which the Words for the Voyage, or for England, were added. The Captain proved, that at the Time when he left *Gibraltar* no other Convoy was to be had. The Witnesses for the Defendant swore, that they understood the Words with Convoy to mean Convoy for the Voyage; and the Broker said, that at the Time this Policy was signed, he understood, and apprehended it was so understood by all the Parties, that the Convoy was to be for the Voyage, and that the Return was such as was usual, when Convoy for the Voyage was meant.

The



The Case being fully argued at the Bar, Lord Mansfield afterwards gave his Opinion in Favour of making the Rule absolute for a new Trial. His Lordship took Notice, that, *on the Words*, he was strongly of Opinion that the Policy meant a Departure with Convoy intended for the Voyage; yet he thought that the Evidence was properly admitted at the Trial, because the Sense contended for by the Plaintiff was not inconsistent with the Words of the Policy, and therefore it was material to see what was the Usage. His Lordship further said, that he laid great Stress on Mr. Gorman's Testimony, whom he did not consider as a common Witness; and concluded with this memorable Observation, of the first Importance to the Mercantile World, and which we cannot but wish the Lawyers would adopt: "Certainly critical Niceties ought not to be encouraged in commercial Concerns; and wherever you render additional Words necessary, and multiply them, you also multiply Doubts and Criticisms. It may be hard, because Words have been added in some Instances, to force a Construction in this Case, from the Omission of them." On these Grounds the Court granted a new Trial, which came on before Lord Mansfield at the Sittings after Trinity Term, 1779, when a Verdict was found for the Defendant, the Underwriter.

But although it has been settled, that a Ship must depart with Convoy for the whole Voyage, yet in the last Case it was truly said by Lord Mansfield, that an unforeseen Separation is an Accident to which the Underwriter is liable. And the first Decision upon this Subject was such, that it never has been departed from in any one Instance.

*Jeffery v. Legrand,*  
3 Lev. 320.  
2 Salk. 443.  
*Caribew,* 116.  
1 Show. 320.  
4 Mod. 58.  
4 C.

*Assumpsit* on a Policy of Insurance, made in the usual Form, "from London to Cadiz, warranted to depart with Convoy." Upon the general Issue pleaded, the Jury found a Special Verdict; stating, that the Ship did depart from the Port of London in Company of the Convoy intended, and sailed together as far as the *Ile of Wight*, in Pursuance of the Voyage towards Cadiz, and there they were separated by Strefs of Weather; that the Convoy put into *Torbay*, and the insured Ship into the Port of *Fowey* in *Cornwall*: That three Days afterwards, the Wind setting right to bring the Convoy down the Channel, the Master of the insured Ship failed out of *Fowey*, on purpose to meet the Convoy; but it did not come: And then the insured Ship was seized with another Storm, so that she could not return from whence she came, but was driven upon the *French Coast*, and there taken by the Enemy.

After several Arguments on this Special Verdict, the Plaintiff had Judgement, *per totam Curiam*, for the whole Loss; and the principal Reason was, because there was no Manner of Neglect, or other Default, found in the Master of the Ship; but it appeared he had done all in his Power to keep in Company of the Convoy. It is found expressly, that he departed with Convoy from his first Port, which answers the Words of the Policy: But it would have been otherwise, if any Fraud or Neglect had been found in the Master of the insured Ship after her Departure, notwithstanding he departed out of the first Port with Convoy; for the Meaning of the Words, "warranted to depart with Convoy," is, that the insured Ship should keep Company with the Convoy during the whole Voyage, if possible.

*Per.*

Even where the Ship has by tempestuous Weather been prevented from joining the Convoy at all, at least of receiving the Orders of the Commander of the Ships of War, if she do every Thing in her Power to effect it, it shall be deemed a sailing with Convoy, within the Terms of the Warranty.

*Visser v. Clever,*  
2 Stran. 1250.

The Plaintiff had insured on Goods in the *John and Jane*, from *Gottenburgh* to *London*, with a Warranty to depart with Convoy from *Fleckery*. In July, 1744, the Ship sailed from *Gottenburgh* to *Fleckery*, and there she waited for Convoy two Months. On the 21st of September, at Nine in the Morning, three Men of War, who had one hundred Merchant-Ships in Convoy, stood off *Fleckery*, and made a Signal for the Ships there to come out, and likewise sent in a Yawl to order them out. There were fourteen Ships waiting, and the *John and Jane* got out by Twelve o'Clock, and one of the first; the Convoy having sailed gently on, and being two Leagues a-head. It was a hard Gale; and by Six in the Afternoon, the Ship came up with the Fleet; but could not get to either of the



Men of War for Sailing Orders. It was stormy all Night, and at Day-break the Ship in question was in the Middle of the Fleet; but the Weather was so bad, that no Boat could be sent for Sailing Orders. A French Privateer had sailed amongst them all Night; and, it being foggy on the 22d, attacked the *John* and *Jane* about Two, who kept a running Fight till Dark, which was renewed the next Morning, when she was taken. For the Defendant, the Underwriter, it was insisted, that this Ship was never under Convoy, nor are Ships ever considered so, till they have received Sailing Orders; and, if the Weather would not permit the Captain to get them, he should have gone back.

But the Chief Justice Sir *William Lee* and the Jury were of Opinion, that, as the Captain had done every Thing in his Power, "it was a departing with Convoy;" And those Agreements are never confined to precise Words; as in the Case of departing with Convoy from London, when the Place of Rendezvous is *Spit-head*, a Loss in going thither is within the Policy. Verdict for the Plaintiff.

The Plaintiff having underwrote the *William* and *Anne*, Captain *Stracban*, at *Heavit v. Flexney*, at *Guilddhall*, the *Sittings after Easter Term*, 1746, and from *Virginia* or *Maryland* to London, had a Mind to reinsure himself, and accordingly ordered Mr. *Alexander Hopkins*, a Broker, to get it done; who having complied with the Commission, certified on the Policy, that the Interest was in the Plaintiff.

The Insurance was made, *Interest or no Interest*, free of Average, and without Benefit of Salvage; but under the Policy was this Clause, *in Case of Retain, the Assurers to have Benefit of Salvage, and pay Average, the same as if wrote on Interest.*

The Ship sailed from *Virginia* on her Voyage to London; and being about two hundred and fifteen Leagues to the Westward of Cape Clear, after a Voyage of three Weeks, she was taken by two French Privateers, and carried into a Place in *Newfoundland*, called by that Nation *Cape de Grate*, and commonly occupied by them in the Fishing Season, where she continued in the Enemy's Possession and Power forty-one Days; during which Time, the Enemy took out of her a great Part of her Cargo; and after so rifling her, and in their Way condemning her, the Captain agreed to ransom her with what remained of her Lading; and the Ransom-Bill being signed, and his Mate left as an Hostage, they permitted him to pursue his Voyage to London, where he afterwards arrived.

Soon after the Ship's Arrival, the Merchants who were concerned in the Cargo, and had been insured, applied to their Underwriters for Satisfaction; when most of them settled the Average, for what was pillaged, at fifty per Cent. one at forty, and the present Plaintiff paid his Quota thereon, and afterwards applied to the Defendant, who had re-insured him, to settle his Policy; and it was agreed between them, that it should be on the same Footing as the major Part of the aforesaid Underwriters on Interest had done, which the Broker, in this Insurance, understanding was done at fifty per Cent. he endorsed on the Back of the Policy these Words,

"Adjusted this Loss at fifty Pounds per Cent. to pay in one Month, London, 12 December, 1745; and signed by the Defendant,

*Daniel Flexney.*"

Though at the Time the Defendant signed the above-mentioned Note, he told the Plaintiff, that some of the Underwriters, on the original Policies, had paid an Average only of forty per Cent. and therefore he would pay no more; and at the same Time, with his Pen drew a Line through the Word fifty, and above it wrote forty, which occasioned some Dispute between them; but the Indorsement so signed by the Defendant remained uncanceled.

The Defendant afterwards refused making any Satisfaction; under a Supposition of his having no Obligation thereto, for which his principal Reasons were, viz.

1<sup>st</sup>, That although he had signed such an Adjustment at forty per Cent. yet he is not bound by it, because the Plaintiff objected to it at the Time of signing, and insisted on fifty.

zdy, That although the Ship was in the Enemy's Possession, and carried into *Cape de Grate*, yet she afterwards proceeded on the same Voyage, and arrived safe in *London*, therefore there could be no Loss, so as to recover under a Policy *Interest or no Interest*.

To the first of which Objections, the Plaintiff admits that he did find Fault with the Defendant for striking out the Word *fifty*, and inserting *forty*, yet as the Defendant did not then think proper to cancel the said Adjustment, but permitted it to remain on the Back of the Policy, the Plaintiff apprehended he had a Right to recover under the said Adjustment.

As to the Defendant's second Objection, the Plaintiff supposes, that as the Ship was carried in by the Enemy to *Cape de Grate*, and detained till ransomed, that this will amount to a total Divestiture or Alteration of the Property, and he deemed such a Loss as will entitle him to recover; this Case seeming to be of a quite different Nature from a Recapture before the Ship is carried into an Enemy's Port.

*Verdict for the Plaintiff.*

*Barclay v. Etherington. Sittings after 9<sup>th</sup> Term, 1787, at Guildhall.*

The Plaintiff having caused himself to be insured *50l. Interest or no Interest, free of Average, and without Benefit of Salvage*, on the *Prosperous Esber*, Capt. *Mihn*, from and immediately following her last Arrival at *Mariland or Virginia*, and to continue till her Arrival at *London*; and not caring to appear in it, he directed his Broker, Mr. *Hart*, to get the Policy made in his Name, which was accordingly done, and as she was deemed a missing Ship, the Premium was after the Rate of *sixty Guineas per Cent*.

The Ship sailed on her Voyage from *Virginia*, and in forty Days after was taken by a *French Privateer*, about a Hundred Leagues to the Westward of the Land's End, and was detained by the Enemy six Days at Sea, and then both Ship and Cargo ransomed for *3500l.* but Captain *Mihn*, instead of coming directly to *London*, where he was bound, on Pretence of bad Weather, put into *Isfracomb* in *Devonshire*, from whence he wrote to his Owner, Mr. *Dick*, of *London*; but the said Gentleman's Affairs being then unhappily situated, and he having, prior to his Misfortunes, assigned the Ship and two Policies of Insurance thereon to Mr. *Alexander Black*, who apprehending by what Captain *Mihn* wrote, that the Ship and Cargo was much damaged since the Capture, and therefore that the Value might fall short of a Sufficiency to pay the Ransom Bill, and incident Charges, he rather chose to come upon the Insurers for his Money, than to have the trouble of taking the Ship and Cargo under his Care, and therefore abandoned the whole to Captain *Mihn*, to enable him to pay the Ransom Bill.

And thereupon Mess. *Simonds* of *London*, Merchants, Agents for the Captors, ordered Captain *Mihn* to carry the Ship and Cargo to *Bristol*, there to be disposed of, instead of bringing her to *London*, which was accordingly done; and after paying the Captain and Sailors their Wages, amounting to upwards of *300l.* the nett Proceeds fell short of the Ransom Bill, owing to the Damage she received in her Voyage after the Capture.

The Defendant supposes this was a Gaming Policy, though the Plaintiff insists upon its being a Reinsurance; and having applied to the Defendant, after Underwriting, for his Consent to have it declared so, he absolutely refused to admit it.

The Plaintiff seemed to lay a good deal of Stress on a supposed Indiscretion in the Captain, by paying more for the Ship and Cargo than they were worth; but had they escaped the Damages subsequent to the Ransom, they would undoubtedly have sold for more than they cost freeing, and never have been abandoned by the Owners.

The Plaintiff likewise insists, that the Ship sailed from *Virginia*, but never arrived at *London*, according to the Terms of the Policy, and therefore the Insurance was due; but the Defendant, in Reply, pretends, that the Ship's putting into *Isfracomb*, was a Deviation, and consequently not within the Risk of the Policy; and besides, he thinks this is not to be considered

as a total Loss, in the Case of *Interest or no Interest*, as it is a mere Wager, whether the Ship arrives or not; the Ship did arrive in *England*, and is now in being, and this was a Ransom at Sea, only for the Benefit of the Concerned, but the Defendant could reap no Advantage by it, whether it was prudently done or not; and it might occasionally have been more for his Interest, if the Ship had continued at Sea in the Enemy's Possession, as there was a Chance of her being re-taken, before she had been carried *Infrà Præfidia*, and if she had, and arrived safe, there would have been no loss within the Terms of the Policy; as he presumes there is no Room to claim a Loss in Cases of a Recapture: Several Merchants, Insurers, and Brokers, being of Opinion that on a Policy, *Interest or no Interest*, a Capture at Sea is never considered as a total Loss, unless the Prize is afterwards carried into the Enemy's Port, and that the abandoning the Ship and Cargo by the Owners, after her Arrival, will not alter the Case.

*The Jury found a Verdict for the Plaintiff.*

The *Broomfield* was insured, at and from the *Leeward Islands to Bristol*, *Interest or no Interest, free of Average Loss, and without Benefit of Salvage*, and among other Underwriters, the Defendant subscribed; the Ship in her Passage Home was taken by a *Spaniard*, who took out four of her Men and the Captain, and put nine of his Men aboard, and ordered them to carry her to *Bilboa*, for which Place her Course was directed; and on her Voyage there, after having been in Possession of the Enemy thirty-nine Hours, she was re-taken by the *Terrible* Privateer belonging to *Liverpool*, and carried into *Waterford*, from whence some Proposals were made to the Owners of the *Terrible*, in Order to her Release and Permission to prosecute her intended Voyage to *Bristol*; but not being agreed to, she was brought to *Liverpool*, and after a Commission of Appraisement had issued out of the Admiralty, she and her Cargo were sold, to pay the Salvage due to the Re-captors, as by Act of Parliament.

One of her quondam Owners now bought the Whole, and afterwards parcelled her out among several Gentlemen at *Bristol*, who became Copartners with him, to which Place she was ordered, and where she arrived; though, as the Plaintiff supposes this could not be an Arrival agreeable to, or within the Intent and Meaning of the Policy in Question, under the Circumstances above stated, viz. of her Capture, Recapture, Appraisement, and Sale, and with an entire new Set of Owners, he thinks he is entitled to a total Loss.

The Defendant, on the contrary, urges that this was no more than a bare Capture and Recapture, which he says has never been deemed a total Loss; in Reply to which the Plaintiff affirms, that this was still more, for the Ship after being retaken, was carried into *Waterford* by the Privateer, kept some considerable Time there, afterwards was carried into *Liverpool*, and there, as above-mentioned, with the Cargo, appraised and sold to pay the Salvage, and a new Set of Owners engaged before she set out for *Bristol*, by which the whole Voyage was altered and lost.

And to justify this Plea, he quoted my Lord Chief Justice *Lee's* Sentiments, when he gave Judgment in the Case of the *Salamander*, viz.

"We must not judge this Cause by the Rules of the *Civil Law*, but we must judge it by the Rules of the *Common Law*, and determine on this Policy as an Agreement and Contract between the Parties, whose Intention and Meaning, when they enter into it, must govern; and although in the *Civil Law*, to make a Forfeiture of an Insurance there must be a total Loss of Property, that is not a Reason why it should be required in this Case, because here the Policy by the Words of it extends to *Accident*, where there may be no Loss of Property, as taken by Pirates, Enemies, Men of War, &c. And this his Lordship declared, as taken Notice of by Lord *King*, in the Case of *De Paiba* and *Ludlow*, where there was no Alteration of Property by that Capture, as *Sweden* was not at War with *England*, and yet that was deemed a total Loss; but in the present Case, here was a Capture by an

*Danbury v. Read, sittings after Mich. Term, 1750, at Guildhall.*

"Enemy; and his Lordship further said, that the Question on the *Salamander*,  
 "was not, Whether the Property of the Privateer was lost by this Capture,  
 "but whether the Capture was such a Peril as is insured against? The  
 "Judges were unanimously of that Opinion, and Judgement was given for the  
 "Plaintiff."

*Verdict for the Defendant.*

*H. v. Gould.* This Action was brought by the Plaintiff against the Defendant, on a Policy  
 of Insurance, which the latter underwrote so long ago as in November, 1743, on  
 the Ship *George and Henry*, Captain Bower, at and from Jamaica to London,  
 Interest or no Interest, free of Average, and without Benefit of Salvage to the  
 Insurers, with a Warranty annexed to the Policy, viz. Warranted the said Ship  
 to sail from Jamaica, with the Fleet that came out under Convoy of the Ludlow.  
 Castle Man of War.

The said Ship did fail accordingly, with the Fleet under the aforesaid Convoy;  
 but in a great Storm that happened some Time after their failing, wherein many  
 Ships were lost, the *George and Henry* received so much Damage as obliged her  
 to bear away for Charles Town in South Carolina, where she put in, and upon  
 Examination, was found quite unfit to put to Sea again; whereupon her Cargo  
 was taken out and laden aboard other Ships for London, and she condemned and  
 broke up.

In Consequence of which the Plaintiff demanded his Insurance; and all the  
 Underwriters, being satisfied of the Truth of the aforementioned Facts, paid  
 their Loss, except the Defendant, who went so far as to settle it, and according  
 to Custom, underwrote the Policy in the following Words and Figures,

"Adjusted the Loss on this Policy, at ninety-eight Pounds per Cent. which I do  
 agree to pay one Month after Date, London, 5 July, 1745.

*Henry Gouldney."*

When this Note became due, he thought himself no Way bound by it, but  
 insisted on fuller Proof; particularly of the Ship's failing under Convoy, as  
 warranted, and of her Condemnation at Carolina; but it having been always  
 the Custom that after such Adjustments as above, with Promise of Payment at  
 a certain Day, are made between the Insured and Insurer, no further Evidence  
 is ever required, but the Loss constantly paid; it was upon this Account,  
 that

*The Jury found a Verdict for the Plaintiff.*

And my Lord Chief Justice, considering it as a Note of Hand, declared that  
 the Plaintiff had no Occasion to enter into the Proof of the Loss.

*Arnold v. Gould.* The *Tiger*, Captain Harrison, being bound from London to Gibraltar, the  
 Plaintiff got an Insurance made on her, Interest or no Interest, free of Average,  
 and without Benefit of Salvage to the Insurers; and at the Foot of the Policy  
 there was a Warranty, that the Ship should depart with Convoy, from some Port in  
 the Channel.

The said Ship proceeded on her Voyage as far as the Downs, and failed from  
 thence under Convoy, as warranted; but soon after her Departure she received  
 a very considerable Damage, which obliged her to Return to Dover Pier to refit;  
 and after the necessary repairs were finished, she failed again, in Prosecution  
 of her Voyage, and for her Security therein, to join the Convoy at Spithead;  
 but having got as far as the Isle of Wight, she proved so leaky as obliged her  
 to a second Return, and she once more arrived at Dover, to search for her  
 Leaks.

Her Owners, on this, thought it advisable to have her surveyed by Men of  
 Skill and Judgement, and thereupon two Ship Carpenters, and two Masters of  
 Ships having examined her, declared that they had surveyed both Sides from  
 Stern to Stern above the Wales, and the Transom, after the Planks were ripped  
 off, and found the Timbers to be very rotten, and in so bad a condition that  
 except all her upper Works were pulled down and new built, they did not judge  
 her

her in a fit Condition to proceed on her intended Voyage; and that if she was so repaired, the Charges would come to more than she would be worth, with all belonging to her.

The Plaintiff insists that she was a very good Ship when she set out on her Voyage, and she was only rendered otherwise by the bad Weather she had met with, which at last not only rendered her unfit for her Voyage, but occasioned her proving a total Loss to the Owners; that she would have weathered the Storm, in all Probability, unhurt, had not the *Swift* Privateer drove foul of her; that when her first Hurt was repaired, the Builder supposed her stronger than before the Storm; though when she was laid open, her Transform, as before-mentioned, and most of her long Timbers were found rotten, so that notwithstanding it is possible she might have performed her Voyage, yet had her Defects been known, no body would have cared to venture in her.

Mr. Burton, who fitted her out in the *Thames*, declares she was in very good Condition, and fit for any Voyage; though he did not examine her Timbers, but only caulked her, and mended her Outside and Floor Timbers; but it is natural to suppose, that if her Timbers were found in *October*, when these Repairs were done, they could not have been rotten in *January*, when she received her Damage.

And the Defendant grounds his Reasons for not paying the said Insurance, first, on that Part of the Policy's Contents, which asserts the Ship to be *tight, staunch, and strong*, and, barring future Accidents, able to go through the Voyage; whereas he supposes this Vessel not to have been so, as he thinks is clear, from the preceding Affidavit, and from the verbal Evidence of one of the Surveyors; to which he adds, in Order to make the Proof of her Defects the stronger, that on her first setting out she belonged to two *Jews*, who, on her Return to *Dover Pier* the first Time, sold her to Mr. *Richard Glover*, a considerable Merchant of this City, who ordered her to be repaired, and actually laid out upon her 150*l.* though as it appears, it was in a Manner thrown away, as on her second Return she was condemned, broke up, and sold in Parcels; and her Incapacity to proceed on her Voyage having been so apparent, from the foregoing Survey as to induce Mr. *Glover* to desire the Shippers to take their Goods out, and though he had got 300*l.* insured on her, he seemed so sensible of the deceitful Bargain with the *Jews*, in selling him an old rotten Ship, that he never demanded one Farthing of the said Insurance from the Underwriters.

That the Plaintiff had no Interest in the Vessel, and therefore this was only a Gaming Policy; and as it is a general Rule in all Cases of *Interest or no Interest*, that there must be total Loss before the Insured can recover, and the Insurer by this Policy being free from Average, or a partial Loss, it seems to be the principal Question in this Case, whether the Ship brought into *Dover Pier*, there condemned as being rotten, divided into Lots, and sold, will be considered in the Agreement or Wager, as a total Loss? And to enforce to the contrary, the Defendant remarks, that there was no Loss at Sea, no Capture, but a deliberate Act done by the Owner, upon a regular Survey, which occasioned her being broke up, not by Reason of the Damage she had received, but from the Rottenness of the principal Parts of her Works.

*Verdict for the Plaintiff.*

Agreeably to this Decision, *Earl Mansfield* in delivering his Opinion, in a late Case concerning Neutral Property, by Way of Illustration of his Argument, referred to a similar Point of Law; the Question being, Whether a Ship warranted in the Policy, to be Neutral Property, is deemed to be continued so during the whole Voyage. Which was determined in the Negative. "So, added his Lordship, by an implied Warranty every Ship must be *tight, staunch and strong*; but it is sufficient if she be so at the Time of her sailing. She may cease to be so in twenty-four Hours after her Departure, and yet the Underwriters will still continue liable. The Warranty is that Things stand so at the Time, not that they shall continue."



*Law and Custom v. Jones*  
Sittings after  
Mich. Term,  
1746, at  
Gaulthorp.

The Plaintiffs having received Orders from Mr. John Jones, of Bayton in New-England, to make some Insurance for him on the *Reprisal*, Captain Owen, and also on her Goods and Freight, at and from Cape Fare, in North Carolina, to Bristol; underneath the Policy for the Ship only was inserted the subsequent Words or Declaration, *viz.* The following Insurance is on the Ship only valued at the Sum insured, on which Part the Defendant underwrote Total.

The Ship sailed from Cape Fare, with a Cargo of Pitch, Tar, &c. in Prosecution of her Voyage for Bristol, and got within one Hundred and Fifty Leagues to the Westward of Cape Clear in Ireland, where she was attacked and taken by three French Ships, bound for Newfoundland, where they carried her and her Cargo to a French Port, called Carpoon, after having first taken out all her Men, and dispersed them aboard their own Ships.

On their Arrival at the aforesaid Port, the Captors took out all her Pitch, being two Hundred and Three Barrels, some Tar, what Rice was aboard, &c. and after detaining her about three or four Weeks in the said Port, the Captors offered Captain Owen his Ship, and remaining Cargo, for 9500 Livres, about 425*l.* Sterling, which he accepted, and became the Purchaser thereof on those Terms, leaving his Son as an Hostage for the Payment of the Ransom.

The Ship departed from Carpoon for Bristol, and on her Voyage met with very bad Weather, which broke her Rudder, and was forced to put into Appledore in Devonshire, the first Port they could make with Safety; where the Captain, first and second Mates, Boatswain, and a Foremast-man, made a Protest on their Oaths, giving such an Account as the preceding.

The Captain having purchased the Ship and Cargo, as before-mentioned, on his Arrival at Appledore applied to Mr. Perkins of Bristol, to whom he was consigned by Jones, the Owner, who refused to pay the Ransom-Money, or have any Thing to do with Ship or Cargo; and then the Captain came to London to the Insurers; and those on the Goods impowered and desired him to sell the Cargo for what he could, in order, that, if it produced more than the Ransom, they might have the Benefit; but the Insurers on the Ship would not intermeddle, or give any Direction about it.

The Captain returned to the Ship, and sold that and the Cargo jointly, for above 100*l.* less than the Redemption-Money, after deducting Charges; and he has been obliged to pay, or give Security for the Remainder, to procure his Son's Liberty.

The Ship being thus taken and carried into an Enemy's Port, where she was detained a considerable Time, and had great Part of her Cargo taken out by the Captors, and afterwards meeting with other Misfortunes, occasioned her producing less than the Ransom-Money, and consequently to prove a total Loss, to be made good by the Insurer.

The preceding is a State of the Case, and of the Plaintiffs' Demands, who think themselves entitled to a total Loss, as the Policy was valued; but the Defendant, on the contrary, pretends that, as Part both of the Ship and Goods were saved, he is entitled to an Average, and not subject to an entire Loss; but

*The Jury found a Verdict for the Plaintiffs.*

*Jenkins v. Mackenzie*  
Sittings after  
Mich. Term,  
1749, at  
Gaulthorp.

The Plaintiff made an Insurance in London, on the *Tryal* Privateer, fitted out at Bristol, for two Calendar Months, where the Ship might then be, on a Cruise, or in any Port or Place whatsoever or wheresoever; the said Ship to be valued at Interest or no Interest, free of Average, and without Benefit of Salvage.

The said Privateer being fitted for a Cruise, sailed from Bristol on the 29th of May, 1746; and some Days after she was met by a French Privateer of a superior Force, who attacked, and, after a brave Defence, took her.

She had been in the Enemy's Hands about eight Hours, without their removing any of her Men or Stores, when Admiral Martin, with his whole Fleet, appearing, retook the *Tryal*; and, hearing of the gallant Behaviour both of the Captain and Crew, they unanimously agreed to give up their Salvage

to them, and accordingly drew up and signed an Instrument for that Purpose; and the Admiral ordered her to be furnished with all Necessaries, and sent a Man of War Sloop to see her safe into *Bristol*, where she arrived the latter End of *June*, being between three or four Weeks before the Insurance expired.

These Circumstances, the Plaintiff thinks, entitles him to a total Loss, as the Voyage was overfiet, and the Policy being on *Interest or not*, will admit of no Average.

The Defendant agrees to the last Assertion; but, for that very Reason insists, he has no Loss to pay, as he is free from a partial one, and there can be no total one where the Ship is arrived, and, as he insists, might have been fitted out again before the limited Term of the two Months expired, had the Owners not determined the contrary; and besides, though the Ship was taken, yet as she was never carried *infra Presidia* of the Enemy, or was so taken as to be beyond a Possibility of a Re-capture, and having returned to *Bristol* so long Time before the two Months expired as was sufficient to refit her in, the Defendant supposes that the Neglect of the Owners ought not to be imputed to the Underwriters, more especially as several Ship-Builders attended to prove there was Time enough, as several Merchants did to give their Opinion with regard to the Loss.

*Verdict for the Plaintiff.*

The Plaintiff was Owner of the Ship *Love and Unity*, which he let out to Freight to one *Bateman Humphrys*, for a Voyage to *Lisbon* and back again; and the Freighter was by Charter-party obliged to victual and man her, which he did accordingly, putting in the Master and Crew, and, embarking himself, proceeded on his Voyage, and arrived safe at *Lisbon*: He delivered the outward-bound Cargo, and put the Ship up for *London*, in Hopes of getting a Freight home; on Advice of which, the Owner and Plaintiff got her insured, *at and from Lisbon to Gravesend, warranted to sail with the Convoy*.

The Freighter, being at *Lisbon*, meditated a Fraud; which iniquitous Scheme he perpetrated in the following Manner, *viz.* He made up Rolls of Lead about the Size of Moidores, Six and Thirties, and Three Pound Twelves, packed up, and sealed, as such Monies are usually packed up and sealed, and made Packages likewise in Imitation of those of Diamonds, and then sent them on board. He took Bills of Lading from the Captain, as for real Money and Diamonds, sent those Bills of Lading home to different Merchants, and drew considerable Sums upon the Credit of them, as well as made large Insurance, in order, as is supposed, to have lost the Ship in the Voyage home, and make the Insurers pay as though such Effects had actually been on board; but the Captain, as it is imagined, suspecting something of the Fraud before the Ship sailed, opened one or more of the Packages, and discovered the Cheat, finding nothing but Lead and Glass, instead of Gold and Diamonds; of which he giving Information to the *English* Consul there, the Freighter ran away, and the Captain and Crew left the Ship, the Captain coming to *England*.

The Plaintiff, on knowing what had occurred, by the Master's Arrival, immediately applied to the Insurers, and desired them to send to *Lisbon* for the Ship, or furnish him with Money to go and fetch her; but they were of Opinion, and accordingly acquainted him so, that as the Ship was at the Port she was insured from, and had not proceeded on her Voyage, it was the Business of the Owner, not the Insurers, to find Master and Mariners to navigate her; the Consequence of which was, that the Ship lay there neglected till she was broke to Pieces, whereupon the Plaintiff brought this Action for the Recovery of a total Loss.

The Defendant thinks himself not obliged, as he presumes the Words in the Policy, *at and from*, can only mean to give the Ship Leave to stay at the Port a reasonable Time to procure a Lading, and take it in, and not to lie there till she rots, without attempting the Voyage; as this would be to make the Insurer at all Events liable, sooner or later, whereas he supposed he undertook a Risk of two or three Months only.

But,

But, I presume, the Underwriters would be obliged by the Barretry of the Master and Sailors, as I imagine the act of deserting the Ship would be construed, and therefore, abstracted from all other Arguments, would on this Point only be condemned.

*Verdict for the Plaintiff.*

*Ellis v. Briggs;  
den; Sitting  
after Hilary  
Term, 1746,  
at Guildhall.*

The Plaintiff in the present Case brought an Action against the Defendant, for an Insurance this latter underwrote on the *Mediterranean*, at and from *Bristol* to *Newfoundland*, the Ship valued at the Sum insured, without further Proof of Interest than the Policy.

It appeared upon the Trial of this Cause, that the Plaintiffs, who were Merchants at *Bristol*, were Owners of the Ship in Question, and had sent her out upon a Voyage from thence to *Newfoundland*; that she carried with her a Letter of Marque, and in her Voyage met and took a *French Ship*, which she brought back to *Bristol*; that she soon set out again upon the same Voyage, and took another Prize, which she also returned with.

Upon the Ship's coming back, the Plaintiffs applied to the Insurers for a Return of Part of the Premium, which was ten Guineas *per Cent.* in Regard they had not run so much Risk as if the Ship had proceeded the whole Voyage, and the Insurers returned three *per Cent.*

A new Policy was made for the Voyage now under Consideration, in the same Manner and on the same Terms as the last, and the Ship set out on her Voyage, and took another Prize.—The Captain, who was the Plaintiff's only Witness, said, their Directions to him for the preceding Voyages were, that in Case he took any Thing to return with it to *Bristol*, or not, as he should think proper; but in this last Voyage their Directions were, if he took any Thing, to send it home by Part of the Crew, and with the other Part to proceed on the Voyage; and that he would have done so, but the Sailors, after the Capture, would not proceed on the Voyage, but would return to take Care of her to *Bristol*; and that all the Crew, except the Mate, Surgeon, and one other, were of this Mind, and swore if the Captain would not go back, they would not touch a Rope, nor do the least Thing towards navigating the Ship; on which the Captain was forced to comply, and set his Ship homeward, as Guard or Convoy to the Prize; that in going back to *Bristol*, the *Mediterranean* was taken, though the Prize got in safe, and for this Lois the Plaintiffs brought their Action.

On the Part of the Defendant it was insisted, that this was a Deviation for the Benefit of the Assured, and that the Insurers were therefore discharged.

It appeared on the Captain's Evidence, that the Plaintiffs had given a Part of all Prizes to the Captain and Ship's Crew; and that it was for the Care and Protection of this Prize, which made the Sailors insist to go back with her, which was the first Cause and Ground for the Deviation, and therefore, and for that the Plaintiffs were likewise themselves to be greatly benefited by the Prize, the Defendant insisted he should not pay.

But it appearing also from the Evidence of the Captain, that his Orders for this Voyage were positively to proceed, notwithstanding any Capture he should make, and that he would have done so, if he could have prevailed on the Sailors, and that his returning was wholly owing to their Refusal to proceed, and his Incapacity to go on without them, the Lord Chief Justice and the Jury were of Opinion with the Plaintiffs, and the Jury brought in their Verdict accordingly.

*Polly v.  
Govern and  
Comp of the  
Royal Exch.  
Assur.  
1 Burnsw,  
341, at  
Guildhall, 23  
May, 1757.*

The Plaintiff being part Owner of the Ship *Onslow*, an *East-India Ship*, then lying in the *Thames*, and bound on a Voyage to *Cbna*, and back again to *London*, insured it at and from *London* to any Ports and Places beyond the *Cape of Good Hope*, and back to *London*; free from Average under ten *per Cent.* upon the Body, Tackle, Apparel, Ordnance, Ammunition, Artillery, Boat, and other Furniture of and in the said Ship: Beginning the Adventure upon the said Ship, from and immediately following the Date of the Policy; and so to continue and endure until the said Ship, with all her Ordnance, Tackle, and Appatel, shall arrive as above, and hath there moored at Anchor twenty-four Hours in good Safety. And it shall be lawful for the said Ship, in this Voyage, to proceed, and sail to, and touch, and stay at any Ports or Places whatsoever,

whatsoever, without Prejudice to this Assurance. The Perils mentioned in the Policy are the common Perils, viz. of the Seas, Men of War, Fire, Enemies, Pirates, &c. and all other Perils, Losses, and Misfortunes.

The Ship failed, and arrived in the River *Canton* in *China*, where she was to stay, to clean and refit, and for other Purposes. Upon her Arrival there, the Sails, Yards, Tackle, Cables, Rigging, Apparel, and other Furniture, were by the Captain's Order taken out of her, and put into a Ware-house or Store-house, called a *Bank-Saul*, built for that Purpose on a *Sand-Bank*, or small *Island*, lying in the said River, near one of the *Banks* called *Bank-Saul Island*, about 200 or 220 Yards in Length, and forty or fifty Yards in Breadth, in order to be there repaired, kept dry, and preserved till the Ship should be keeled, cleaned, and refitted. Some Time after this, a Fire accidentally broke out in the *Bank-Saul* belonging to a *Swedish* Ship, and communicated itself to another *Bank-Saul*, and from thence to the *Bank-Saul* belonging to the *Onslow*, and consumed the same, with all the Sails, Yards, Tackle, Cables, Rigging, Apparel, and other Furniture belonging to the *Onslow*, which were therein.

The Question in this Case was, Whether the Insurers were liable to answer for this Loss, so happening upon this *Bank-Saul*, within the Intent and Meaning of this Policy? It was stated, that it was the universal and well-known Usage, and had been so for a great Number of Years, for all *European* Ships which go a *China* Voyage, when they arrive near this *Bank-Saul Island* in the River, to unrig the Ship, &c. and to act in every Respect as Captain *Pelly* had done; and that the so doing was prudent, and for the common Benefit of the Owners of the Ship, the Insurers and Insured, and all Persons concerned in the Safety of the Ship. It was objected, that this was not a Loss by Sea, but at Land. But it was answered, that the Loss being upon a *Sand-Bank* in the River, and in the only Port where the *English* can clean and refit their Ships, it was a Loss at Sea, and the Policy expressing an Insurance from Fire, it was to all Intents within the Meaning thereof; and a Verdict was given for the Plaintiff, subject to the Opinion of the Court of *King's-Bench*; and Lord *Mansfield* afterwards delivered the Opinion of the Court, confirming the said Verdict.

### Of Re-Assurance and Double Insurance.

**RE-ASSURANCE**, as understood by the Law of *England*, may be said to be a Contract, which the first Insurer enters into, in order to relieve himself from those Risks which he has incautiously undertaken; by throwing them upon other Underwriters, who are called *Re-Assurers*. This Species of Contract has obtained a Place in most of the commercial Systems of the trading Countries of *Europe*; and it is allowed by them, at this Day, to be politick and legal: And the Law of *England* adopted this Regulation, and permitted the Underwriters upon Policies to insure themselves against those Risks for which they had inadvertently engaged to indemnify the Insured; or where, perhaps, they had involved themselves to a greater Amount than their Ability would enable them to discharge. But though such a Contract seems perfectly fair and reasonable in itself, and might be productive of very beneficial Consequences to those concerned in this important Branch of Trade, yet, like many other useful Institutions, it was so much abused, and turned to Purposes so pernicious to a commercial Nation, and so destructive of those very Benefits it was originally intended to promote and encourage, that the Legislature was at last obliged to interpose, and by a positive Law to cut off all Opportunity of practising those Frauds in future, which were become glaring and enormous.

Accordingly it was enacted, That it should not be lawful to make *Re-<sup>19</sup> Assurance*, unless the Assurer should be insolvent, become a Bankrupt, or die; *C. 37. S. 4.* in either of which Cases, such Assurer, his Executors, Administrators, or Assigns, might make *Re-assurance*, to the Amount before by him assured, provided it should be expressed in the Policy to be a *Re-assurance*.



From this Act, says *Park*, it is apparent that all Kinds of Re-assurance are not prohibited; but wherever such a Contract tends to the Advancement of Commerce, or to the real Benefit of an Individual, in such Cases it shall be permitted. Thus, in Case of Insolvency or Bankruptcy, it is advantageous to the Creditors in general, as well as to the Individual, that a Re-assurance should be made: For by these Means, the Fund of the Bankrupt's Estate is not diminished in Case of Loss, and the Insured has a better Security for the Payment of the Amount of his Damages, or at least a Proportion of it. If the Insurer die, it is no less necessary and beneficial to his Successors than it was in the former Case of a Bankruptcy; because it will provide Assets to satisfy the Insured, in Case a Loss should happen, and thus secure the Estate of the Deceased for the Benefit of his Heirs.

*Andres v.  
Fletcher;  
a Term Rep.  
161.*

The Statute is worded in such express Terms, excluding every Species of Re-assurance, except in the three Instances of Death, Bankruptcy, or Insolvency, that a Doubt, as it should seem, could hardly be founded upon it. But as it was held, that the first Clause prohibiting Insurance, *Interest or no Interest*, did not extend to foreign Ships, so it was argued, that Re-assurance made here on the *Ships of Foreigners* did not fall within the Act. This Point, therefore, came on to be considered by the Court of *King's-Bench* in the Year 1787, in the Form of a Special Case; stating, that a Re-assurance was made by the Defendant on a *French Vessel*, first insured by a *French Underwriter* at *Marseilles*, and who, at the Time of subscribing the second Policy, was solvent. The Court were unanimously of Opinion, that this Policy of Re-assurance was void; and that every Re-assurance in this Country, either by *British Subjects* or *Foreigners*, on *British* or *Foreign Ships*, is void by the Statute, unless the first *Assurer be insolvent, become a Bankrupt, or die*.

But there is another Kind of Assurance, which is called *Double Insurance*, and which has been not unfrequently confounded with Re-assurance, by Merchants and commercial Writers; it is for this Reason, that we shall state the Difference accurately in this Place.

A *Double Insurance* is, where the same Man is to receive two Sums instead of one, or the same Sum twice over, for the same Loss, by reason of his having made two Insurances upon the same Goods, or the same Ship. The first Distinction between these two Contracts is, that a Re-assurance is a Contract made by the first Underwriter, his Executors or Assigns, to secure himself, or his Estate; whereas a Double Insurance is entered into by the Insured. A Re-assurance, except in the Cases provided for by the Statute, is absolutely void: A Double Insurance is not void; but still the Insured shall recover only one Satisfaction for his Loss. This requires Explanation.

Where a Man has made a Double Insurance, he may recover his Loss, against which of the Underwriters he pleases; but he can recover no more than the Amount of his Loss. This depends upon the Nature of Insurance, and the great Principles of Justice and good Faith. An Insurance being merely a Contract of Indemnity, in Case of Loss, it follows as a necessary Consequence, that a Man shall not recover more than he has lost, or receive Satisfaction greater than the Injury he has sustained. It being thus settled, that the Insured shall recover but one Satisfaction, and that in Case of a Double Insurance he may fix upon which of the Underwriters he will for the Payment of his Loss, it is a Principle of natural Justice, that the several Insurers should all of them contribute, in their several Proportions, to satisfy that Loss against which they have all insured. These Principles have been fully declared to be Law in several Cases.

First, in the Year 1763, it was ruled by Lord Mansfield, Chief Justice, and agreed to be the Course of Practice, that upon a Double Insurance, though the Insured is not intitled to two Satisfaction, yet upon the first Action he may recover the whole Sum insured, and may leave the Defendant therein, to recover a rateable Satisfaction from the other Insurers. See 1 *Blackstone's Reports*, p. 416.

*Rogers v.  
Davis, Mich.  
Sittings,  
17 Geo III.  
before Lord  
Mansfield.*

Thus also it was determined in another Cause at *Guildhall*, many Years after. It was an Action to recover on a Policy of Insurance on a Ship from *Newfoundland to Dominica*, and from thence to the Port of Discharge in the *West-Indies*. It was a valued Policy on the Ship and Freight, and on the Goods as Interest should

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should appear. The Ship sailed from *St. John's* the 17th of *December, 1775*, and the Plaintiff declared as for a total Loss. The Defendant underwrote for 200*l.* and paid into Court 124*l.* This Sum was paid on a Supposition, that the Underwriters on a former Policy should bear a Share of the Loss. The Plaintiff had originally insured at *Liverpool*, on a Voyage from *Newfoundland* to *Barbadoes* and the *Leeward Islands*, with an Exception of *American Captures*: But the Plaintiff afterwards, for the Purpose of securing himself against Captures, and having altered the Course of his Voyage, made the present Insurance. The Plaintiff insisted he was intitled to receive the full Amount of his Insurance from the Defendant, and not any Part from the *Liverpool* Underwriters, because the Voyage last insured was different from that insured at *Liverpool*. A Verdict was given for the Plaintiff for his full Demand, with Liberty for the Defendant to bring an Action against the *Liverpool* Underwriters, if he thought fit.

Accordingly, in the *Easter Term* following, an Action was brought for Money had and received to the Use of the Plaintiff, who was the Defendant in the first Cause, in order to recover a Contribution for the Loss which he had been obliged to pay. The Plaintiff had paid 200*l.* Loss, and 47*l.* Costs. The Question was, Whether the Defendant, one of the *Liverpool* Underwriters of the first Policy, was liable to contribute any Thing, and what? It was insisted by the Counsel for the Defendant, that the Insurance in *London* was an illegal Re-assurance; and therefore the Plaintiff might have made a good Defence on that Ground, as Defendant in the Action brought against him; and, if so, he could not now recover against the present Defendant. Lord *Mansfield* said—"The Question seems to be, whether the Insured has not two Securities for the Loss that has happened; If so, can there be a Doubt that he may bring his Action against either? It is like the Case of two common Securities for Money, where, if all the Money be recovered against one of them, he may recover a Proportion from the other. Then, this would bring it to the Question, Whether the second Insurance is void as a Re-assurance? But a Re-assurance is a Contract made by the Insurer to secure himself; and this is only a Double Insurance." Upon this Direction, the Jury found for the Plaintiff.

### *Of Bottomry and Respondentia-Bonds, as connected with Cases of Insurance.*

**BOTTOMRY** is a Contract, by which the Owner of a Ship borrows Money to enable him to carry on the Voyage, and pledges the Keel or *Bottom* of the Ship, as a Security for the Re-payment. If the Ship be lost, the Lender also loses his whole Money; but if not, he shall receive his Principal, and the stipulated Interest, however it exceed the legal Rate. System of Marine Laws.

When the Loan is not made upon the Vessel, but upon the Goods, then the Borrower only is personally bound to answer the Contract, who is said to take up Money at *RESPONDENTIA*. In this consists the chief Difference between *Bottomry* and *Respondentia*; in most other Respects they are the same.

The Borrower, on *Respondentia*, can only insure the surplus Value of the Goods, over and above the Money borrowed.

The Lender alone can make Insurance on the Money lent.

*Bottomry* and *Respondentia* may be insured, provided it be specified to be such Interest, in the Policy.

When a Person insures a *Bottomry* Interest, and recovers upon the Bond, he cannot also recover upon the Policy.

This was an Action on the Case, upon a Policy of Insurance made on Goods *Black v. Denbam*, whereof was Master Captain *William Tryon*, "at and from *Bengal* to any Ports or Places whatsoever in the *East-Indies*, until her safe Arrival in *London*," which Policy was underwritten by the Defendant for 200*l.* for a Premium of 10*l.* per Cent. The Plaintiff declared for a total Loss. The Defendant pleaded the general Issue. Black, 3 Burr. 1394. Trin. Term, 3 Geo. III.

The Cause came on to be tried at *Guildhall, London*, on the 1st of *December 1762*, before Lord *Mansfield*; It appeared in evidence, that the Defendant underwrote the Policy and received the Premium as stated in the Declaration; that before the underwriting of the Policy, the Plaintiff had lent to *William Tryon*, the Master of the Ship, upon the Goods then laden and to be laden on board the said Ship, on Account of the said *William Tryon*, the Sum of 764*l.* on *Respondentia*, for which a *Respondentia Bond* was executed by Captain *Tryon* and one *Joseph Bustol*, to the Plaintiff.

The Bond was in the common Form; and recited, "That the above named *Alphonfus Glover*, had, on the Day of the Date, lent and advanced to the above bounden *William Tryon*, the Sum of 764*l.* upon the Merchandizes and Effects laden and to be laden upon the Account of the said *William Tryon*, on board the good Ship or Vessel called the *Denbam*, of the Burthen of 409 Tons or thereabouts, now in the River *Tbames*, whereof he the said *William Tryon* is the Commander." And the Condition was, "That if the said Ship should, with all convenient Speed, proceed and sail from and out of the said River *Tbames* on a Voyage to any Parts or Places in the *East Indies*, *China*, *Perfia*, or elsewhere beyond the *Cape of Good Hope*, and from thence should sail and return into the said River *Tbames* at or before the End or Expiration of thirty-six Calendar Months to be accounted from the Day of the Date of these Presents, and that, without Deviation, the Dangers and Casualties of the Seas excepted; and if the above bound *William Tryon*, and *Joseph Bustol*, or either of them, their or either of their Heirs, Executors, or Administrators should, within thirty Days next after the said Ship or Vessel should be arrived in the said River *Tbames* from the said Voyage, or at the End and Expiration of the said thirty-six Calendar Months, to be accounted as aforesaid, which of the said Times should first or next happen, well and truly pay, or cause to be paid, unto the said *Alphonfus Glover*, his Executors, Administrators, or Assigns, the Sum of 1008*l.* and 9*s.* of lawful Money of *Great-Britain*, together with 12*d.* and 4*s.* of like lawful Money by the Month, and so in Proportion for a greater or lesser Time than a Month, for all such Time and so many Months as should be elapsed and run out of the said thirty-six Months, over and above twenty Months to be accounted from the Date of these Presents; or if in the said Voyage, and within the said thirty-six Months to be accounted as aforesaid, an utter Loss of the said Ship by Fire, Enemies, Men of War, or any other Casualty should unavoidably happen; and the said *William Tryon* and *Joseph Bustol*, or either of them, their or either of their Heirs, Executors, or Administrators, should, within thirty-six Calendar Months next after such Loss, pay and satisfy unto the said *Alphonfus Glover*, his Executors, Administrators or Assigns, a just and proportionable Average on all Goods and Effects of the said *William Tryon*, carried from *England* on board the said Ship, and on all other Goods and Effects which the said *William Tryon* should acquire during the said Voyage, and should not be unavoidably lost, then the above-written Obligation to be void, or else to be and stand in full Force, "Virtue and Effect." That on the 31st of *March, 1760*, the said Ship *Denbam* was at *Fort Marlborough* in the *East Indies*, within the Limits insured; and had there and at the Time of the Loss hereafter-mentioned, divers Goods and Merchandizes on board her, which were the Property of the said *William Tryon* and of greater Value than all the Money he had borrowed. That on the said 31st *March 1760*, the said Ship, with her Lading on board her, was burnt at *Fort Marlborough* aforesaid; and thereby all the Goods and Merchandizes aforesaid of the said *William Tryon* were totally consumed and lost.

This Proof being given of the Plaintiff's Interest, the Jury found a Verdict for the Plaintiff, subject to the Opinion of the Court, "Whether, on this Evidence the Plaintiff was intitled to recover on this Policy?" For by the Stat. of 15 *Geo. II. C. 37. Sect. 5.* it is enacted, "That all Money to be lent on *Bottomree*, or at *Respondentia*, upon any Ships belonging to any of his Majesty's Subjects bound to or from the *East Indies*, shall be lent only on the Ship, or on the Merchandizes or Effects on board of such Ship; and shall be so expressed in the Bond. And the Benefit of Salvage shall be allowed to the Lender, his

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" Agents or Assigns; who alone shall have a Right to make Assurance on the Money so lent. And no Borrower of Money on *Bottomree* or at *Respondentia* shall recover more on any Assurance than the Value of his Interest on the Ship, or in the Merchandizes, or Effects on Board, exclusive of the Money so borrowed. And in Case it shall appear that the Value of his Share in the Ship, or in the Effects on board, doth not amount to the full Sum or Sums he hath borrowed, such Borrower shall be responsible to the Lender for so much of the Money borrowed, as he hath not laid out in the Ship, or Merchandizes laden thereon, with lawful Interest for the same, together with the Assurance and all other Charges thereon, in the Proportion the Money not laid out shall be to the whole Money lent; notwithstanding the Ship and Merchandizes be totally lost.

The Counsel for the Defendant insisted, that the Lender of the Money upon *Respondentia* has no Interest at all in the Goods that the Borrower either carries out, or may acquire in *India*, and consequently he cannot insure them. This was in Answer to the Counsel for the Plaintiff, who maintained, that the Lender of this Money had an Interest in the Goods, though they were the Property of the Borrower: The Lender is the Trader against the Risk of the Sea. *Respondentia*, they said is an Interest that may be insured, and it is not necessary to specify in the Policy, that it was a *Respondentia* Interest only, which is insured. But to this it was objected, on Behalf of the Defendant, that there is a settled known Form of insuring the *Respondentia* and the *Bottomry* Interest specifically and *Nominatim*. And the Custom of all Insurances is to mention the Thing insured precisely. The Question therefore ultimately turned upon this Point—Whether the Words *Respondentia* and *Bottomry* must be mentioned and specified in the Policy of Insurance? And the Court declared that the Words ought to be inserted, it being the established Law and Custom of Merchants—and Lord Mansfield owned that at the Trial, and also since, upon the Arguments before the Court, he did lean to support this Insurance. And his Reason for so doing, was, that he was satisfied of its being a fair Insurance, and that the Doubt which had arisen upon it was only occasioned by a Slip in omitting to specify, as it was intended to have been done, " That this was a *Respondentia* Interest." This Slip however could not be rectified, for the Court after taking some Time to consider the Case, nonsuited the Plaintiff solely for the Omission. This Case being thereby rendered highly interesting to caution Merchants in Respect to the careful wording of Policies, we having given the substance, and for the entire Arguments of the eminent Counsel concerned on both Sides, we refer the Gentlemen of the Law, or Merchants having similar Cases at Issue, to *Parker's Laws of Shipping and Insurance, with a Digest of adjudged Cases, 4<sup>th</sup> Lond. 1775.*

There were nine Causes in all, upon the several Insurances of the *East-India* Harris v. Roberts, 3 Burr. 1767. 12 June 1765. Ship the *Winchelsea*, Captain *Howe* Commander; they had been tried by special Juries at different Times; the Charter-Party, bearing Date the 20th of August 1761, was according to a printed Form which had been long in Use, in which, among many other Provisions, a Stipulation was made for 20l. 3s. 4d. a Day, *Demurrage*, for so long a Time as she shall be detained in *India*, *China*, or elsewhere within the said Limits, in the Service and Employment of the said Company; March the 25th 1762, the Ship sailed; September 19th, she arrived at *Bombay*; November the 4th, she left *Bombay* the first Time; March 5th, 1763, she arrived at *Calcutta*. On the 28th the Presidency and Council of *Bengal*, entered into a new Agreement with the Captain, reciting, " that the Charter-Party, would expire on the 11th of February, 1764, but that the President and Council, finding it expedient to detain the Ship in *India*, and desirous of having the Time limited in the Charter-Party prolonged, &c. the Indenture therefore witnesseth, that the Captain lets the Ship to Freight for one whole Year from the said 11th of February 1764." &c.

In July 1763, the Ship arrived at *Bombay*, the second Time. The Beginning of 1764, she arrived at *Bengal*; March 19th, she left *Bengal* to go to *Bombay*; and

and on the 21st, she was lost. A Copy of the new Agreement had been sent to London by the Captain, whose Letter was received and publicly read in a Coffee-House, in the Month of April, 1763; and other Insurances were made upon the Ship after this new Agreement was thus publicly known. The Underwriters insisted, that the Policies were void, because at the Time of underwriting, they were not expressly told of the new Agreement "to detain the Ship in India for a Year longer than the enlarged Time provided for by the Charter-Party, which expired on the 11th of February 1764."

The Causes were tried at first with different Success: But all the nine Verdicts were at last uniform for the Plaintiffs, the *Insured*, against the Underwriters. The Reasons that governed the Court were, that the Underwriters are bound and presumed to know the Course of the *East-India Trade*, the Times of the *Charter-Party*, and the Destination of the *India Ships*, which are under the Direction of the Company, and not of the Owners. That the *Charter-Party* is a printed Form of a very long standing—That, besides the Liberty thereby given, to prolong the Ship's Stay for one Year, it is very common, by a new Agreement, to detain her a Year longer, for no Ship comes Home in Ballast, and the longer a Ship is kept, the more beneficial it is to the Owners. That the Words of the Policy are adapted to this Usage, being without Limitation of Time or Place, and without any Reference to the first Voyage particularly mentioned in the *Charter-Party*. The Terms of the Policy precisely describe the Risk, in its utmost Latitude; and necessarily extend to every Prolongation of Stay, and every Country Voyage—That any of the Defendants might have learned at the *India-House* all that was to be known. That the Chance of her Stay is one of the Risks Insured—Finally, that this Ship was Insured at the same Premium, after the Prolongation of her Stay in *India* was known.

Upon the whole, the ultimate Decision of the Court upon these Causes establishes the following Rule for the Information of Underwriters and all Persons making Insurance upon *East-India Ships*, "That Policies of Insurance upon *East-India Ships*, include the Chance of their being detained in *INDIA*, and "the Risk of their *Country Voyages* there."

### *Miscellaneous Observations and singular Circumstances respecting Insurances.*

A Circumstance which rarely happens must be noticed in this Place; because it vacates and annuls, *ab initio*, the Contract of Insurance. It is this; whenever an Insurance is made on a Voyage, expressly prohibited by the common, statute, or maritime Law of the Country, the Policy is of no Effect. The principle, upon which such a Regulation is founded, is not peculiar to this Kind of Contract; for it is nothing more than that which destroys all Contracts whatsoever; that it can never be presumed that Men will make an Agreement forbidden by the Laws; but if they should attempt such a Thing, it is invalid, and will not receive the Assistance of a Court of Justice to carry it into Execution.

The most material Case upon this Point is, that of *Johnson and Sutton*, which came on to be argued in the Year 1779, and received the solemn Opinion of the Court of King's Bench.

*Park, p. 231.  
2d Edit.*

It was an Action on a Policy of Insurance on Goods on board the Ship *Venus*, "lost or not lost, at and from London to New-York, warranted to depart with Convoy from the Channel for the Voyage." The Cause was tried before Lord Mansfield at Guildhall, and a Verdict was found for the Plaintiff. The Defendant obtained a Rule to shew Cause why there should not be a new Trial.

The facts, upon his Lordship's Report, appeared to be these: The Ship was cleared for *Hallifax* and *New-York*. She had Provisions on Board, which she had a License to carry to *New-York*, under a Proviso in the prohibitory Act of 16 Geo. III. Cap. 5. But one half of the Cargo, including the Goods which were the Subject of this Insurance, was not licenced, and was not calculated for the

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the *Hallifax* Market, but for *New-York*. There had been a Proclamation by Sir William Howe, to allow the Entry of unlicenced Goods at *New-York*; and though there were Bonds usually given at the Custom-house here, by which the Captain engaged to carry the Goods to *Hallifax*, those Bonds were afterwards cancelled, on producing a Certificate from an Officer appointed for that Purpose at *New-York*, declaring that they were landed there. The Commander in Chief had no Authority under the Act of Parliament to issue such Proclamation, or to permit the Exportation of unlicenced Goods. The *Venus* was taken in her Passage to *New-York* by an American Privateer. The first Section of the Statute prohibits all Commerce with the Province of *New-York*, amongst others, and confiscates all Ships and their Cargoes which shall be found trading, or going to, or coming from trading with them. In Section the second, there is a Proviso excepting Ships laden with Provisions for the Use of his Majesty's Garrisons or Fleets, or for the Inhabitants of any Town possessed by his Majesty's Troops, provided the Master shall produce a Licence specifying the Voyage, &c. and the Quantity and Species of Provisions; but by the same Proviso it is declared, that Goods not licenced, found on board such Ships, shall be forfeited.

After Argument upon the Motion for a new Trial, Lord Mansfield said—“The Whole of the Plaintiff's Case goes on an established Practice, directly against an Act of Parliament. If the Defendant did not know that the Goods were unlicenced, the Objection is fair as between the Parties. If he did, he would not deserve to be favoured. But, however that may be, it was illegal to send the Goods to *New-York*, and, *in pari delicto, potior est conditio defendentis*. It is impossible to bring this within the Cases cited, (*Cases of Insurance on Ships trading contrary to the Revenue Laws of foreign Countries*) because here there was a direct Contravention of the Law of the Land.” The Rule for a new Trial was made absolute.

If a Ship, though neutral, be insured on a Voyage prohibited by an Embargo, *Park, p. 234*; laid on in Time of War by the Prince of the Country, in whose Ports the Ship happens to be, such an Insurance is also void. This depends upon the Power of an Embargo, the Right of laying on which by the Sovereign of *Great-Britain*, in Time of War, is undoubted; although, in a Time of Peace, it may be a different Question. The Right being admitted, it follows of Course, that any Act done in Contravention of a Proclamation of this Nature is illegal and criminal, because it is equally binding as an Act of Parliament, and a Contract founded on such illicit Proceedings is consequently void.

By the Laws of almost all Countries, the Exportation and Importation of certain Commodities are declared to be illegal: To act contrary to that Prohibition is clearly a Contempt of legal Authority, and consequently a moral Wrong. If the Act itself be illegal, the Insurance to protect such an Act must also be contrary to Law, and therefore void. Agreeably to this Principle, it seems to have been laid down by the Writers upon the Subject, as a general and universal Proposition—that an Insurance being made, although in general Terms, does not comprehend prohibited Goods; and therefore, when the Insured shall procure such Commodities to be shipped, by means of which the Ship and Cargo are confiscated, the Insurance is discharged; but they made the following Exception, *the Underwriter being ignorant of it*; a Distinction which our Courts of Law will not admit; and accordingly all the modern Cases have been decided against the Insured, even though the Underwriter knew the Goods were prohibited, because the Act itself being unlawful, and the *Lader* knowing it at the Time of the Lading, such Assurance cannot oblige the Insurer to answer the Loss; for the same is not such an Assurance as the Law supports.

ABANDONMENT, as it regards Contracts of Insurance, is understood to be a Cession and Abandonment, on the Part of the *Insured* to the *Insurer*, of his Right to all the Property that may happen to be recovered from Shipwreck, Capture, or any other Peril stated in the Policy, before he can demand a Recompense from the latter for a total Loss: For, by a total Loss, we do not always mean, that the thing insured is absolutely lost and destroyed; but that, by some of the usual Perils, it is become of so little Value as to intitle the Insured to call upon



upon the Underwriter to accept of what is saved, and to pay the full Amount of his Insurance, as if a total Loss had actually happened.

System of  
Marine Law,  
p. 143.

Indeed, the Word *Abandonment* conveys the Idea, that the whole Property is not lost; for it is impossible to cede or abandon that which does not exist. When the Underwriter has discharged his Insurance, the Abandonment being made, he stands in the Place of the Insured, and is intitled to all the Advantages resulting from that Situation.

The Doctrine of Abandonment has obtained a Place in the Laws of all the Maritime Nations in the World, where Insurance has been known. There is no Difference in the Definition of the Word; and they all agree, that when an Abandonment is made, it must be a total, not a partial one; that is, one Part of the Property insured shall not be retained, and the other abandoned; a Regulation certainly founded in Justice.

But, with respect to the Cases and Circumstances in which the Insured is intitled to exercise this Power, the Regulations of some foreign Countries vary from the Decisions of our Courts of Law: However, as the Principles of Abandonment in our Country have been more accurately defined than in *England*, and that not by the speculative Opinions of private Writers, but by the solemn and deliberate Judgment of that great modern Luminary of the *British* Law, Earl *Mansfield*, and other grave and learned Judges of the Land, we may venture to affirm, that the Decisions of our Courts, founded upon those Principles, are established upon the solid and permanent Basis of Reason and Equity, consequently are to be considered as of the first Authority.

From these Decisions we may collect, that the Right to abandon must arise upon the Object of the Insured being so far defeated, that it is not worth his while to pursue it. For Instance, if the Voyage be lost, or not worth pursuing; if the Salvage be very high, *suppose a Half*; if further Expence be necessary; if the Insurer will not engage at all Events to bear that Expence, though it should exceed the Value, or fail of Success: Under these and many other similar Circumstances, the Insured may disentangle himself, and abandon, notwithstanding there has been a Re-capture.

It is material to observe, that the Right to abandon must depend upon the Nature of the Case at the Time of the Action brought, or at the Time of the Offer to abandon: A Determination founded on the Equity of the Contract between the Parties; because an Insurer ought never to pay less, upon a Contract of Indemnity, than the Value of the Loss, and the Insured ought never to gain more.

But it is evident, that there may be Circumstances in which it would be contrary to every Principle of Justice to suffer the Insured to abandon: Suppose a Ship to be taken, and escape immediately, which would be no Hindrance to the Voyage, or another to be captured and instantly ransomed, which would amount only to a partial Loss; in these Cases, the Insured could not be allowed to demand a Recompence for a total Loss.

Ord. of Lewis  
XIV. Insu-  
rance, Art. 48.

In many of the Maritime Countries on the Continent of *Europe*, the Time, within which the Abandonment must be made, is fixed by positive Regulations. Thus, in *France*, it is ordained, that all Cessions or Abandonments, as well as Demands in Virtue of the Policy, shall be made as follows: In six Weeks, for Losses happening on the Coasts of the Country where the Insurance was made: In three Months, in other Provinces of the Kingdom: In four Months, on the Coast of *Holland*, *Flanders*, and *England*: In a Year, in *Spain*, *Italy*, *Portugal*, *Barbary*, *Muscovy*, *Norway*; and in two Years, for the Coasts of *America*, the *Brazil*, *Guinea*, and other distant Countries. When these Terms are elapsed, the Demands of the Assured shall not afterwards be admitted.

Parl. p. 172.

In the Law of *England*, till lately, we had no Limitation of Time, with respect to Abandonment. But in a very modern Decision it has been held, by the Court of *King's-Bench*, that as soon as the Insured receive Accounts of such a Loss as intitles them to abandon, they must, in the first Instance, make their Election whether they will abandon or not; and, if they abandon, they must give the Underwriters Notice in a reasonable Time, otherwise they forego their Right to abandon, and can never afterwards recover for a total Loss.

But if the Insured, hearing that his Ship is much disabled, and has put into Port to repair, express his Desire to the Underwriters to abandon, and be dissuaded from it by them, and they order the Repairs to be made, they are liable to the Insured for all the subsequent Damage occasioned by that Refusal, though it should amount to the whole Sum insured: Because the Reason why Notice of Abandonment is deemed necessary is, to prevent Surprize, or Fraud, upon the Underwriter; but, in the Case put, they have, by their own Act, superseded the Necessity of Notice.

It is of the utmost Consequence to all Persons concerned in Insurances in England to know, &c. where the Sentences of foreign Courts, in Causes of Insurance, have not differed materially from our Laws, or from the Law and Custom of Merchants, the Decision of the foreign Judicatures has been held conclusive in our own, in numerous Cases tried before Lord Mansfield; and others which, upon Motions for new Trials, received the solemn Decision of all the Judges of the Court of King's-Bench.

Nor is this all; for, even where the Laws of other Countries differ from those of England, if the Contract of Insurance regards a Ship belonging to such Countries, though the Underwriter be a British Subject, the Decision in our Courts will follow that of the foreign Tribunal, if any has been had, or will proceed upon the Ground of established Usage amongst Merchants in those Countries. This very lately appeared in a Cause tried in the King's-Bench at Guildhall, before Lord Kenyon, the present Chief Justice.

It was an Action on a Policy of Insurance upon a *Respondentia* Bond on Ship *Walpole* v. and Goods, at and from B. to C. The Ship was *Danish*, and an Average Loss <sup>Ever;</sup> was sustained upon the Goods to the Amount of 6l. 15s. <sup>Sittings after</sup> *per Cere.* and the <sup>Term,</sup> Plaintiff, as Holder of a *Respondentia* Bond, had been called upon to contribute; 1789. and now brought his Action against the *English* Underwriters for the Amount of that Contribution.

Lord Chief Justice Kenyon said—"By the Laws of England, a Lender upon *Respondentia* is not liable to Average Losses; but is intitled to receive the whole Sum advanced, provided the Ship and Cargo arrive at the Port of Destination. The Plaintiff contends, that as, by the Laws of Denmark, such Lenders upon *Respondentia* are liable to Average, and bound to contribute according to the Amount of their Interest, the Insurer must answer to them. The *Danish* Consul has proved that he received a Judgement of the Court of *Copenhagen*, the decretal Part of which proves the Law of *Denmark* to be as the Plaintiff has stated it. The Opinions of several Men of Eminence in that Country have been offered on each Side; but I reject them, because the solemn Decision of a Court of competent Jurisdiction is of much greater Weight than the Opinions of Advocates, however eminent, or even than the extra-judicial Opinions of the most able Judges. It seems as if, in this Case, the Underwriters were bound by the Law of the Country, to which the Contract relates." *Verdict* for the Plaintiff.

The above is not the only Case in which the Insurers have been held liable to indemnify; the Insured having been obliged, by the Law of a foreign Country, to pay a larger Sum than by the Laws of England could have been demanded; and, in the following Case, the learned Judge seems to have relied chiefly on the Usage of Merchants which had been proved.

It was an Action on a Policy, upon a Cargo of Fish from *Newfoundland* to *Newman* v. any Port of *Spain, Portugal, or Italy*. The Ship met with bad Weather, and put <sup>Gazette;</sup> into *Alicant* and *Leghorn* to repair. The Captain, being Owner, presented a <sup>Sittings at</sup> Petition to the Commercial Court of *Pisa* to adjust the general Average, as he <sup>Guildhall,</sup> had put in for the general Benefit of all concerned. The Court, according to its <sup>after Hill.</sup> usual Course, which appears to be a very extraordinary one, adjusted the Loss by <sup>1789.</sup> charging the Cargo at its full Value; but the Ship only at one Half, and the Freight at one Third: And they also charged, as a Part of the general Average, the Seamen's Wages and Provisions, while in Port. The Defendant, as Underwriter, had paid into Court as much as would cover the Average, if adjusted according to the Memorandum in the Policy, and the Law and Usage of England. The Question was, Whether the Plaintiff having been compelled to pay beyond that Sum, according to the Calculation of the Sentence of the Court of *Pisa*, it

was conclusive upon the Defendant, and the Plaintiff was intitled to recover his Average by the same Standard. The Plaintiff called several Brokers, who said, that in repeated Instances they had adjusted Averages under similar Sentences of the Court of *Pisa*; and the Underwriters, though with Reluctance, had always paid them.

Mr. Justice Buller—"On the general Law, the Plaintiff would fail; but in all Matters of Trade, *Usage is a sacred Thing*. I do not like these foreign Settlements of Average, which make Underwriters liable for more than the Standard of *English Law*. But if you are satisfied it has been the *Usage*, upon the Evidence given, it ought not to be shaken." The Plaintiff had a Verdict accordingly.

OF A RETURN OF PREMIUM it is needless to cite any Cases, as the Principle, upon which the Whole of this Doctrine depends, is simple and plain, admitting of no Doubt or Ambiguity. The Risk or Peril is the Consideration for which the Premium is paid: If the Risk be not run, the Consideration for the Premium fails; and Equity implies a Condition, that the Insurer shall not receive the Price of running a Risk, if, in Fact, he runs none. It is just like the Contract of Bargain and Sale; for if the Thing sold be not delivered, the Party who agreed to buy is not liable to pay. Thus, to whatever Cause it be owing that the Risk is not run, as the Money was put into the Hands of the Insurer merely for the Risk of indemnifying the Insured, the Purpose having failed, he cannot have a Right to retain the Sum so deposited for a special Cause. The Causes tried and decided upon this Principle are accurately reported by *Park*, p. 368, and sequel.

The two following Cases are of so singular a Nature, that they cannot properly be classed under any general Rule, or common Instances.

Cited in Sir  
*Wesl. Dwyer's*  
Case, 1 *Lev.*  
69.

Policy of Insurance, to warrant a Ship for twelve Months. The Ship did not perish within the Time of twelve Months, accounted according to the *Solar Months of January, February, &c.* but within twelve *Lunar Months of twenty-eight Days* to the Month; and it was resolved, that the Policy was not forfeited.

*Park*, p. 7.

After citing a Clause in the Statute of 6 *Geo. I. C. 18*, which prohibits any other Society or Partnership whatsoever from making Insurances, or lending Money on Bottomry, except the two Corporations established by that Act, *viz.* the *Royal Exchange* and the *London Assurance Offices*, our Author relates, that upon this Clause, a Question lately arose at *Guildhall*.

*Buller v. C. Greenet*;  
Sittings after  
*East. Term*,  
1799.

This was an Action brought against the Defendant, to recover a Sum of Money received by him from one *Brislow* to the Plaintiff's Use. The Plaintiff was an Underwriter, and the Defendant was a Broker; and a Loss having happened upon a Policy underwritten by the Plaintiff, he had been obliged to pay it: But *Brislow*, having agreed to take Half the Plaintiff's Risk, had paid his Moiety of the Loss into the Hands of the Defendant; to recover it from whom this Action was brought.

Lord Chief Justice *Kenyon*—"I am of Opinion that the Plaintiff cannot recover; for this is clearly a Partnership within the Act of Parliament. If a single Name appears upon the Policy, as in this Case, the Insurer shall never be allowed if a Loss happen, to defeat a *bonâ Fide* Insurance, by saying to an innocent Person, there was a secret Partnership between another and myself, and therefore the Policy is void. But here, the Plaintiff is himself the Underwriter, who comes to enforce an illegal Contract: It is a Partnership *pro hac Vice*; and this Party cannot apply to a Court of Justice to enforce a Contract founded in a Breach of the Law."

No Motion was ever made to set aside the Non-suit: But, two or three Days after, Lord *Kenyon* took Occasion to mention to the Counsellors at the Bar, that he had stated the Case to the other Judges of the Court of *King's-Bench*, who were unanimously of the same Opinion with his Lordship.

To the great Variety of new Cases of Insurance introduced in the present Edition, we have only to add the following just Observations from *Wesl. Dwyer's Complete Digest of the Theory, Laws, and Practice of Insurance*, a Work of great Merit, Fol. *London*. 1781:—"As there are in *England* but very few express Laws and Regulations

"concerning

" concerning Insurance, nor any distinct Court, Commissioners, or other Persons, appointed particularly, as in other Countries, for the Decision and Adjustment of Losses, Average, Salvages, Recaptures, and the almost infinite Variety of Matters and Differences that arise therefrom, the only Resort in Cases of Dispute being to our common Law Courts, with enormous Expence, Trouble, and Uncertainty; it is the more needful for an Insurer to be well acquainted with Commercial and Maritime Affairs in general, and the Doctrines, Laws, Usages, and Practice concerning them, as well abroad as at home; since all those various and sometimes intricate Transactions, Accounts, Documents, &c. which occur amongst Merchants, Mariners, and other Persons in the Course of foreign Traffick; and other Events may occasionally come under his Cognizance, especially in Time of War, and require the Exercise of a suitable Judgment upon them; which, if he is unable to do for himself, he must necessarily be subject to, and his Fortune chiefly depend upon the Deceit, Imposition, and Fraud, or at least the Ignorance of many of the Persons he has to deal with."

Having mentioned the various Branches of Insurance engaged in by our Under-writers, it is proper in this Place to give the Copy of a Policy on Goods, those on Ships and Goods, or Ships only, and this again either outwards or homewards, or out and home, or to one certain Port, only differing in the aforesaid Circumstances.

**I**N the Name of God, *Amen.*

as well in his own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may, or shall appertain, in Part or in all, doth make Assurance, and causeth himself and them, and every of them to be insured, lost or not lost, at or from

upon any Kind of Goods and Merchandizes whatsoever, laden or to be laden aboard the good Ship or Vessel, called the whereof is Master, under God, for this present Voyage,

or whosoever else shall go for Master in the said Ship, or by whatsoever other Name or Names the same Ship, or the Master thereof, is or shall be named or called; beginning the Adventure upon the said Goods and Merchandizes, from, and immediately following the Lading thereof aboard the said Ship and so shall continue and endure, until the said Ship, with the said Goods and Merchandizes whatsoever, shall be arrived at

and the same there safely landed; and it shall be lawful for the said Ship, in this Voyage, to stop and stay at any Port or Places whatsoever without Prejudice to this Insurance; the said Goods and Merchandises, by Agreement, are and shall be valued at

without further Account to be given by the Assured for the same. Touching the Adventures and Perils which we the Assurers are contented to bear, and do take upon us in this Voyage; they are of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter Mart, Surprisals, Taking at Sea, Arrest, Restraint, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality soever; Barrictry of the Master and Mariners, and of all other Perils, Losses, and Misfortunes, that have or shall come to the Hurt, Detriment or Damage of the said Goods and Merchandizes, or any Part thereof. And in Case of any Loss or Misfortune, it shall be lawful to the Assured, their Factors, Servants, and Assigns, to sue, labour, and travel for, in and about the Defence, Safe-guard, and Recovery of the said Goods and Merchandizes, or any Part thereof, without Prejudice to this Insurance; to the Charges whereof we the Assurers will contribute each one according to the Rate and Quantity of his Sum herein insured. And it is agreed by us the Insurers, that this Writing or Policy of Assurance shall be of as much Force and Effect as the surest Writing or Policy of Assurance heretofore made in Lombard-Street, or in the Royal Exchange, or elsewhere in London. And so we the Assurers are contented, and do hereby promise and bind ourselves, each one for his own Part, our Heirs, Executors, and Goods, to the Assured, their Executors, Administrators, and Assigns, for the true Performance of the



the Premises, confessing ourselves paid the Consideration due unto us for this Assurance by the Assured at and after the Rate of

per Cent. And in Case of Loss, which God forbid, the

Assureds to abate Pounds per Cent.

In Witness whereof, we the Assurers have subscribed our Names and Sums assured in London.

Part. Appen.  
Nov. 1.

N. B. Corn, Fish, Salt, Fruit, Flour, and Seed, are warranted free from Average, unless general, or the Ship be stranded. Sugar, Tobacco, Flax, Hemp, Hides, and Skins, are warranted free from Average, under five Pounds per Cent. And all other Goods, also the Ship and Freight are warranted free from Average under three per Cent, unless general, or the Ship be stranded.

The written Clauses or Words inserted in the usual printed forms of Policies, in Order to express the Meaning of the Parties to the Contract, which from some particular Circumstances, the printed form may not sufficiently explain, are equally binding with the printed Clauses, and in many Cases may control them.

### Of Foreign Insurances.

**I**NSURANCES made in France and Holland, being the only Countries where any Thing considerable is transacted in this Species of Business, out of our own, I shall begin with the latter, as superior to the other in Point of Commerce, and more largely concerned with the Merchants of Great-Britain than any other maritime Power on the Continent of Europe.

It is generally believed, and by many affirmed, that more Insurances are made at Amsterdam than with us, or indeed in any other Part of the World; their extensive Commerce by Sea, and the extraordinary Number of Vessels continually sailing from thence, naturally occasions many to follow the Practice of insuring; but what has yet augmented this Business, and multiplied the Policies of Insurance almost to Infinity, has been that Honour and Integrity with which their Underwriters were formerly characterized, as their Policies were then only subscribed by Men of large Fortunes; but whether great Losses, or a subsidizing of that Courage, before so conspicuous in the very small Number of the Rich, then constituting the Body of Underwriters, for Mr. Savary and Mr. Ricard say, they did not exceed fifty or sixty, occasioned their withdrawing from Business, I shall not pretend to determine; but it is certain, their Number in the present Century, has greatly increased, and their Chicaneries are at least equal to those of their Neighbours and Contemporaries; and had they not admitted Business on worse Terms than here, that is at lower Premiums, there would not have been that Recourse to their City, as the many Failures amongst the Insurers plainly demonstrated they had changed their set, and that many of less Credit and Fortune were admitted to subscribe, than the wealthy few abovementioned.

The first Ordinance in that City, which regulated the Policies of Insurance, was about the End of the sixteenth Century; it was originally digested into thirty-six Articles, but many of these have since been reformed, new-modelled, or explained by twelve subsequent Ordinances, of which the principal ones are those of the Years 1600, 1601, 1606, 1607, 1614, 1626, and 1688, and it is by this last, that the Policies of Insurance may be said to remain fixed, though some few Alterations have been made since.

P. 250 to  
274.

But Mons. Jean Pierre Ricard, in his Book, *Le Negoce d'Amsterdam*, having given an Account of the Articles made at the several Times abovementioned, with his Remarks on them; I shall translate as much of them as I judge may be worth my Reader's Regard, and in doing it shall follow the Author's Method.

#### No. I.

1st Article, "Declares all Contracts of Insurance null and void, which are made in this City contrary to Law, by any Stipulations, Conditions, or Words they shall contain."



*Remark.* This Article is not always strictly followed; for many Insurances are made which are not exactly conformable to the Ordinance, and others directly contrary to it, as will be seen in the following Remarks; but when this happens, a Clause should be inserted in the Policy, by which the Insurers expressly renounce all the Laws, Ordinances, and Pleas, which are against such an Insurance; and in Case of a Loss, and that the Insurers will not settle it amicably, the Assured may cite them before the Sheriff, or the Court of *Holland*, to bring them to Reason, and not before the Chamber of Assurances, because the Renunciation made by the Insurers includes an Exclusion from this Court, which can only determine in Conformity with the Ordinance.

2d Article, "Prohibits the making Insurance on Goods for more than  $\frac{1}{10}$  of their clear Cost abroad, when it does not exceed 12000 Guilders; but permits the Surplus of that Sum to be insured, provided the Assured runs the Risk of the  $\frac{1}{10}$  of the 12000 Guilders."

*Remark.* This Article is very rarely observed, and there is hardly any one Policy which does not contain these Words, *And the Assured may cause himself to be insured the Whole, without risking the Tenth, we taking on us the entire Value, even with the Premium included*; and I do not see what Occasion the Assured has to run a Risk of the Tenth, as the Difference of 1200 Guilders on an Insurance of 30 or 40,000 is but trifling to the Underwriters: However, notwithstanding it is so inserted in the Policy, that the Whole is insured, yet if the Insurer disputes Payment in Case of a Loss, and is cited before the Commissioners, they will have no Regard to this Clause; but, on finding that the Assured has not run the Risk of the Tenth of the 12000 Guilders, they will make him run it, by obliging him to return the Premium of what exceeds the Tenth, or by adding it to that Part of the Loss, which the Assured ought to bear.

3d Article ordains, "That the Policies contain the Name of the Ship and of the Captain, that of the Places where she is to lade, and go to, under Penalty of the Policy's being void, if the Fault is in the Assured; but if it comes from the Broker he shall be answerable for it."

*Remark.* It is very necessary to observe this Article, in all its Contents nicely, because the Assured not only have an Opening to deceive the Insurers by wilfully omitting the Name of Ship or Master in the Policy, but many Disputes may happen, and the Underwriters may, by having already insured a very large Sum on the same Ship, be rendered scrupulous of signing such Policies.

However, there are Cases where it is impossible to know upon what Vessel there will be an Interest, by Reason of the Distance of the Place from whence Goods and Effects are expected; as, for Example, from *Curaçoa*, *Surinam*, *Archangel*, or other remote Parts, from whence Effects, and the Advice of their Lading, are frequently received together; and as it would be very hard for a Merchant, who expects Effects from those Parts, to find that he is unable to get himself insured, only for Want of the Name of the Ship and Captain, it may be remedied by inserting in the Policy, that the Insurance is on Goods, to be laden by such a one, on one of the first Ships that shall come from thence.

The *Spaniards* frequently get insured at *Amsterdam*, on any Vessel or Vessels which have laden Goods at *La Vera Cruz*, or elsewhere in the *Spanish West-Indies*, to their Address; but there is found such Deceit in these Contracts, by the Concerned sending false Declarations, that they had not received any Thing upon any Ship of the *Flota* or *Flotilla* when they had, and returning the Premium, as has made the greatest Part of the Insurers resolve not to underwrite to those Gentlemen, but on Condition to make no Returns, although the Assured should have no Interest in the Fleet.

4th Article ordains, "That the Insurance on Goods shall begin from the Moment they are brought on the Key, to be carried on board the Ship destined to transport them, and shall endure till they are arrived at the Place of their Consignment, and are unladed in Safety, and free from Damage."

*Remark.* There are some who imagine they have no Right to be insured till the Goods are laded, and Bills of Lading signed; and others, who receiving Advice from abroad, of Freight being taken on a Ship and Captain named, believe they ought not to insure, till they receive Advice of the Departure of the Ship, or at least till they have got the Bill of Lading and Invoice, in which they greatly err; for, besides that the Policy expresses *on Goods laden or to be laden*, the Article before-mentioned seems to suppose the Insurance made before the embarking; but it is not to be imagined, that if the Merchandize has suffered in going on board, and is afterwards insured, that the Insurer is obliged to pay the Damage, on Pretext that it is said in the Policy, *that the Insurance shall commence from the Moment that the Goods are upon the Key, &c.* This would be very unjust, therefore it ought to be understood only, when the Assurance is made before the Goods are taken out of the Warehouse, or before they are sent aboard; for besides the Risk which the Assured runs in shipping them, which is greater in some Places than in others, he likewise exposes himself to pay a higher Premium than if he had insured sooner, because the more Insurances there are made on a Ship, the higher Premiums the Insurers demand; and it is further to be remarked on this Article, *that although the Risk is not finished till the Goods are unladen and safe*, that, as at *Amsterdam*, they are frequently left in the Lighters for five or six Days, or more, the Insurers are not obliged for any Damage that may happen to them, only for the first Day.

5th Article says, "That if in a Year and a Day, after the Insurance made, or after the Ship's Departure, if it is for any Part of *Europe* or *Barbary*, there is no News of her at the Place from whence she sailed, nor at that she was bound to, she shall be esteemed as lost, and the Assured may demand Payment from the Insurers in three Months; but for Places more distant, the Term shall be that of two Years."

*Remark.* It too often happens that Ships founder at Sea, so that no Person escapes to tell the Story, and our Underwriters do not postpone Payment according to the preceding Terms, as this would oblige them to a total Loss, that is *Cent. per Cent.* but in order to lessen it something, when they see the Assured has no Advice of the Ship, and when she stays two or three times longer than she should, so that there is no Room to suppose her safe, they themselves endeavour to agree with the Assured, and commonly pay ninety-six *per Cent.* on such Occasions.

6th Article declares, "Those Assurances to be null and invalid which are made three Months after the Departure of the Ship destined for the Coast of *Europe*, *Barbary*, and the adjacent Parts, or those made in six Months after the Ship's Departure for more distant Places, if the Assured does not advertise the Insurers thereof, and if he does not get himself insured, on good and bad News; that is, lost or not lost."

*Remark.* That as the Articles 20 and 21 have an Affinity with the foregoing, I shall remark on them all together.

20th Article imports, "That it is permitted to insure Ships, Merchandize, and Effects that are lost, pillaged, or damaged, even after the Loss, &c. has happened, provided that the Assured has no Advice of the Loss, &c."

21st Article says, "That the Assured shall be supposed to have known of the Loss, &c. if he has omitted to make Insurance, till after he can have received Advice either by Land or Sea, counting three Leagues of Way, or two Hours of Time; and that then the Assurance shall be void, notwithstanding, or maugre, all the Proofs of Ignorance the Assured may be able to give; unless he is insured on good or bad News, and that he can swear that when he made the Insurance he had not the least Account of the Loss, &c."

*Remark.* By these three Articles, which seem to be made in Favour of the Insurers, they are notwithstanding exposed sometimes to the Cheats of People, who make no Conscience of a false Oath, provided it brings Gain, and therefore the Insurers seldom underwrite in these Cases to unknown Persons, or at least in Prudence they should not; and what may be gathered from the said third Article, is, that the Ignorance of the Assured, in Regard of the Ship, or touching the good or bad Advices concerning her, are the two only Conditions which

can render the Insurance valid, and therefore the Oath is very necessarily ordained in these Cases; for what would be more unjust than to insure a Thing known to be lost, which could never enter the Thoughts of an honest Man; but as these Articles permit an Insurance to be made, whilst the Loss, Pillage, or Damage remains unknown, consequently it may be done on a Vessel suspected to be lost after a Storm, or feared to be taken by an Enemy, from some confused flying Reports about her, though without learning any Thing certain; *for Example*, suppose a Storm to happen, with many Ships in the *Texas*, and that several of them were seen to drive, and, among others, such and such a one, and that it is feared they may be lost; in which Case, the Concerned, knowing that there will at least be large Averages, and that there is no Room to suspect a total Loss, if no Advice is received in two or three Days; yet as this is uncertain, and cannot possibly be known, the interested Person may make Insurance, if he can find those that will underwrite, after the Advices above-mentioned, on Payment of a Premium proportionable to the Risk: It is the same with Respect to a Ship which is said to be taken by the Enemy, though the Report is unconfirmed, and all other similar Cases, in which the Insurance will stand good, *provided* it is inserted in the Policy the last News there was of the Vessel, and that the Insurance is upon good and bad Advices, of which the Assured can swear that he knows of no others at the Time of making the said Insurance.

7th Article declares, "That the Insurance shall be null, if the Assured makes his Ship to touch at any other Ports than those mentioned in the Policy; but if this is done by the Master, either through Choice or Necessity, without the Assured's Order, it shall not hurt the Insurance."

*Remark.* This Article, though so very clear as to explain itself, is notwithstanding very often the Occasion of many Disputes between the Assurers and Assured; the former endeavouring to make the first Part of it serve as a just Plea for Non-payment of a Loss or Average happening in any Port not mentioned in the Policy, if a Declaration of the Captain and Crew is not very express, that he was obliged to go into it through Necessity; in which Case the Insurers have nothing to reply, because the Affidavit of the Master and his Men is credited, and the Underwriters are condemned without the least Difficulty; but as it frequently happens that a Ship goes into some Port by Order of the Owner, or principal Freighter, unknown to the other Ladens, it is very important to remark the Sense of this Article, and to distinguish him who knew that the Vessel would touch at certain Ports, from him who laded only for one, and did not know that she was to call at others: *For Example*, Ships are daily set up at *Amsterdam* for *Bordeaux*, and the Merchants lade aboard them, without inquiring or imagining that they are to stay at any Place by the Way, and make their Insurances directly for that Place; nevertheless it happens that some one has a considerable Parcel of Goods to ship for *Rochelle*, and not finding a Ship ready to depart for that Port, he agrees with the Master lading for *Bordeaux* to take his Goods for *Rochelle*, and obliges him to deliver them before he proceeds to *Bordeaux*; if this is transacted without the Knowledge of him who makes Insurance for *Bordeaux* only, and any Mischance happens to the Ship at *Rochelle*, this shall not occasion a Nullity in the Policy of him who was ignorant that the Vessel must call at the latter; but there will be one in the Policy of an Owner of such a Ship, who has got Insurance made on her directly for *Bordeaux*; because, according to this Article, *he could not direct her going into any other Port but that mentioned in the Policy*, and that it is supposed he knew, when he made his Assurance, that the Ship was to touch at *Rochelle*; for if he did not know it till after his Policy was signed, he ought to have got a Clause inserted therein, that the Ship should have Liberty to call there.

It every Day happens, that Vessels which are lading for *Marseilles*, *Genoa*, and *Leghorn*, take in Goods for *Cadix*, *Seville*, *Barcelona*, and other Ports in their Way, without its being known to those who shipped for the first three Places, and who only got their Interest insured to that of one of them, where the Merchandise went consigned, without inserting in the Policy, a Liberty for the Ship to touch by the Way at the aforesaid Ports, and the Insurers do not

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use to make any Dispute about it with the Shippers who were ignorant of it, because they know well enough that it is customary for such Ships to take in Merchandize for different Places; but an Owner who insures, *for Example*, from *Amsterdam* to *Leghorn*, without putting in the Policy, that the Ship may touch at, or go into all Ports that are in her Route, his Insurance shall be discharged, if the Vessel is lost in any one of the Ports in which he shall have entered, &c.

8th Article, "Limits the Assured to six Months for abandoning any Ship or Effects to the Insurers, which some foreign Power has stopped and retains, when the Retention is on the Coasts, or within the Limits of *Europe* or *Barbary*; and one Year if it is in any more remote Place, counting from the Day that the Brokers shall have advertised the Insurers thereof, by Directions from the Assured; and it permits these latter, within the Times so limited, to take their Precautions against the Underwriters, by Securities, Pawns, or otherwise, as they shall think proper; permitting them besides, or their Agents, to lade the Merchandize reclaimed and released, upon other Ships, to be carried to the Place they were designed for; and if the Assured omit it, the Insurers may do it; in which Case, these latter shall only be obliged to defray the Expence of Lading and Freight, and to pay for any Damage the Goods may have suffered, during their Embargo."

9th Article, makes an Exception in the before-mentioned Time, in Respect of perishable Commodities, such as Wines, Fruits, Grains, &c. in Regard of which, The Assured shall not be obliged to wait the Expiration of the said six Months, but may endeavour to obtain their Release in the Manner he deems best, though he must make the Insurers acquainted with the Condition the Merchandize is in."

*Remark.* In the two preceding Cases of a Detention or an Arrest, the Insurers leave the Care of reclaiming what shall be so stopped to the Assured: But these should not fail to be well and duly authorized by the Insurers, which Authorization is invalid, except made by the *Huissier*, an Officer, of the Chamber of Insurances; and therefore it imports the Assured not to neglect having it made by him that may effectually serve them, in Case the Insurers should make any Wrangling about the Charges of reclaiming, &c. as these commonly are exorbitant, and frequently occasion great Disputes; to avoid which the Assured should absolutely do nothing without the Consent of the Underwriters; and when the Sum is pretty heavy, it will be advisable to engage one or two of them to act in Concert with the Assured, at least in obtaining the Release of the embargoed Effects.

If the Merchandizes reclaimed are released, and laden on some other Ship, in order to finish the Voyage, the Assured should not fail to make the Insurers declare it by a Clause at the Bottom of the Policy, by which they acknowledge to be advised that the Ship, upon which the Merchandize insured was laden, having been embargoed, it was shipped on board such other Vessel, and that they continued the same Risk, as they ran on the first Ship, to their destined Port.

10th Article, "Prohibits the making Insurance on the Body of the Ship, Guns, and warlike Stores, for above two Thirds of their Value, and to insure in any Manner whatsoever the Freight, Stores, Powder, Balls, Victuals, or such like consumable Things."

*Remark.* This Article was too burthensome to Owners of Ships, in obliging them not to insure above 24000 Guilders, upon an Interest of more than 35 or 36000; so that their Risks were reduced to an eighth Part of the Value of Ships, by the first Article of the Ordinance of the 26th of *January*, 1693, as will be seen hereafter.

11th Article, "Prohibits Masters of Ships, Mates, Sailors, Men at Arms, and all others who serve aboard, to insure their Salaries, or any Thing that belongs to them, except they have Goods with them above the Import of their Wages."

*Remark.* This Article is founded on substantial Reasons, of which the principal is, as I imagine, that as the Owners are not obliged to pay the Mariners

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after loosing their Ship, these latter commonly endeavour all they can to save her, when in Danger, in Order to secure their Pay; and it is certain that they would not act on such Occasions with so much Zeal, if their Wages were insured.

12th and 13th Articles, "Limits the Time in which the Assured are obliged to bring their Action of Damage or Average against the Insurers, viz. a Year and a Half, if the Loss or Damage has happened on the Coasts of *Europe* or *Barbary*, and in three Years, if it has happened in more distant Regions; to be reckoned from the Time of the Ship's entire Discharge, or from the Time in which the Loss has happened."

*Remark.* The Case very seldom happens, that the Assured wait so long a Time to demand their Loss or Average from the Insurers or at least to let them know that they have one to settle, which is sufficient for commencing an Action against them in Case of a Refusal, even when they cannot know till a long Time after, what the said Loss or Average will amount to.

14th Article says, "That all the preceding Orders are to be understood for Assurances made on every Thing that goes by Sea, &c."

15th Article, "Regards the Insurances made on Goods, carried by Land, or Rivers, the which the Merchants may contract among themselves, as they shall think proper, except that the Assured shall run the Risk of the  $\frac{1}{2}$ , as in the Second Article of this Ordinance, and that the Carters and Waggoners shall not insure above Half the Value of their Carts, Waggoners, or Horses, and Nothing of their Wages."

*Remark.* There are very few of these Sorts of Insurances made at *Amsterdam*, therefore I shall not make any Observations on this, or the subsequent Article 16, which is only "To allow the Assured a Year's Time to demand from the Insurers, the Recovery of the Loss or Average which has happened to the Goods, going by Land or River."

17th Article ordains, "That if Insurance is made upon Grains, Fruits, Wines, Oils, Salt, Herrings, Sugar, Quicksilver, Tallow, Butter, Cheese, Hops, Syrup, Honey, Seeds round or flat, and such like Things as are subject to Corruption: upon Ammunition, and upon Silver coined and uncoined; they shall be specified in the Policy, upon Penalty of its being otherwise null and void."

*Remark.* The Alteration of this Article will be seen in what follows, at Number 3.

18th Article, "Permits the contracting Parties in Assurances, to make them before Notaries, Registers, or other publick Officers, or by private Notes of particular Persons, or before creditable Witnesses."

*Remark.* As this Ordinance was made on the 31st of *January* 1598, it appears that but few Insurances were made then, and they were permitted to be under a private Firm, and upon common Paper; but the Number of them having considerably increased since that Time, it was necessary, as will be seen in the Sequel, to ordain a set Form, and to have it marked by the Secretary of the Chamber. For a long time, all Sorts of Policies were drawn up indifferently, under the twelve Stiver Seals; but by the Regulation made by the States of *Holland and West-Friesland*, upon the Duty of the small Seal, of the 28th of *August*, 1716, in the 58th Article, "It is ordained, that all the Policies for Sums under 500 Guilders, shall for the future be made under the twelve Stiver Seals; those of 500 Guilders, and less than 10,000, under the twenty-four Stiver Seals; and those of 10,000 and upwards, under the forty-eight Stiver Seals."

But as it would be imprudent in the Brokers to hazard a sealed Policy, when their Employers order them to get a Sum insured at a limited Price, or on such Conditions, as they doubt will not be complied with, they have small Policies on common Paper, which they often get the Underwriters to sign, and afterwards to transfer their Firms to such as are ordained by Law, when the Insurance is completed.



19th Article, "Orders all those concerned in Policies, to make them out according to the Ordinance, and to keep a Copy, *Verbatim*, of all the Hand-writing therein.

*Remark.* This is so much the more necessary, as the Assured may happen to tear or lose a Policy, or some Knave who has got himself insured, may alter something therein to his Benefit, and the Disadvantage of the Insurers; in which Case, and in other similar ones, the Copy which the Broker keeps, may serve for a Proof and Testimonial.

I have already noticed the Articles 20 and 21, under the 6th.

22d Article, "Permits the Assured to demand a Return of Premium from the Insurers, except  $\frac{1}{2}$  per Cent. if he does not lade the Goods, or those are not shipped for him, on which the Insurance was made, or if he has insured more than the Value of the Merchandize he has shipped, or is shipped for him."

*Remark.* When a Return of Premium is demanded, it should be done as soon as possible, to remove all suspicion from the Insurers, of an intention to cheat them in Case of Damage; and if the Insurance is made on a Ship coming from a distant Port, in the Expectation of having some Goods by her, which on her Arrival is found to be otherwise, the Assured should shew the Underwriters, when he demands the Return, the Letters he may have received, with the Advice that his Correspondents could not send him any Thing by that Occasion; or at least a Declaration from the Captain, attesting, that he brought Nothing for the Assured; for without this, he will not be unlike those People, who finding their Merchandize safe arrived, are so dishonest to affirm they had nothing aboard, in Order to procure a Return.

23d Article, "Ordains, that the last Underwriters shall participate in the Insurance, as much as the first, either in Profit or Loss."

*Remark.* With Regard to Profit or Loss, one Insurer may have more than another in the same Insurance; for when a very large Sum is to be insured, and a good Part of it is done at a certain Price; for Example, at three per Cent. but a Sufficiency to complete it is not to be obtained on these Terms, the Premium is raised to four per Cent. in which Case the last Underwriters gain one per Cent. more than the first, if the Adventure arrives safe, and lose one per Cent. less than the others, in Case it does not; but it is not in this Respect, that this Article is to be understood, for it only ordains, that each Insurer shall partake of the Profit or Loss, in Proportion to the Sum he has signed for, *viz.* if one Insurer, who has underwrote at three per Cent. gains the Premium, he that has underwrote for four or five per Cent. gains it also; and if he that has signed for three per Cent. pays fifty or sixty per Cent. Loss or Average, he that has by his Firm obtained four or five per Cent. shall pay neither less nor more than the other.

24th Article, "Orders upon Pain of Nullity, not to make Insurance upon the Life of any one, nor upon any Wager of a Voyage, nor any such Interventions."

*Remark.* As there is no Point of Practice, or Subtlety in the World, either to gain or preserve Money, which has not been found out or invented at *Amsterdam*, this Article is not always religiously observed, and there are People, who having a Post, which, for Example, may bring them in 3000 Guilders *per Ann.* get that Sum insured on their Life for a certain Number of Years, that if they die, their Family may enjoy the Revenue, for the Remainder of the Term insured; but these are very ticklish Insurances.

25th Article imports, "That the Assured having abandoned in Form to the Insurers, the latter shall have three Months Time allowed to pay the Sum they have Underwrote for."

*Remark.* The Insurers are obliged to pay the Sum insured, *entire*, without any Deduction, in Case they take the above-mentioned three Months to do it in; but the common Custom is for them to have two per Cent. abated in Case of prompt Payment on Losses well proved, for if the Proofs are insufficient, the Insurers endeavour to take Advantage of this Circumstance, to pay as little as possible,

possible, and the assured must get as much as they can, or wait till they have procured Proofs of the Loss, in all the Forms by Law required.

26th Article, " Says, that if the gross Average does not exceed one *per Cent* the Insurers shall not be obliged to pay it."

*Remark.* Averages of two or three *per Cent.* happen so often, that the Insurers find no Advantage in this Article, and therefore they have for a long Time agreed to sign no Policy which does not free them from any Average under three *per Cent.* as also to be free from the Expence of *Jours de Planche*, which are those Days a Ship is to lie, by Custom or Charterparty, more than what is necessary to lade or unlade her Cargo, and as they are frequently obliged to pay Averages upon Wools, Flax, and Hemp, they have for some Years past agreed among themselves, not to insure on these three Sorts of Merchandize, except free of Average under ten *per Cent.*

Nevertheless, when the Insurers are sued, the Commissioners of the Chamber have no Regard to these Clauses, but condemn the Underwriters to pay all Averages that exceed the one *per Cent.* in Conformity to the Ordinance.

27th Article, " Frees the Insurers from paying the Damage or Loss, upon Things that corrupt and spoil from their own imperfect Nature, when some foreign Cause or Mischance has not contributed to it."

*Remark.* If the Grain, Fruits, or other such Merchandize, happens to heat, or the Wine, Brandy, Oils, and other Liquors, are spilt and leaked, without any Thing's contributing to it, the Damage is the Assured's; but if it is occasioned by the Sea-Water in a Storm, or by a Shock of the Ship against some Bank of Sand, or any similar Cause, the Damage is for the Insurer's Account.

28th Article, " Obliges the Assured to advertise the Insurers of the Advices they receive, of the Mischances, Embargoes, and Damages, which happen to the Ships or Effects insured, and that Brokers, or other publick Persons, do make Minutes of such Advertisements."

*Remark.* The Assured are so much the more obliged to give this Notice to their Insurers, as it is they who must pay the Damage, in Case of a Disaster; and if the Assured does the least Thing unknown to the Underwriters, and without their Consent or Authority, and that what the Assured shall have done to prevent a greater Ill, turns out the Reverse of what he expected, there are many Cases in which the Insurers would not be obliged for the Damage, and others in which they may have room to wrangle a great deal, to lessen their Loss.

29th Article, " Imports, that this Ordinance ought to be understood generally, for all the Insurances which shall be made in this City, as well by the Subjects of this Country as by Strangers, and upon all Sorts of Merchandize and Effects, going and coming, both by Sea and Land; and if they are contrary to the Ordinance, they shall be null and invalid, as is mentioned in the first Article."

*Remark.* I have already observed on the first Article, that many Insurances were made, which are not entirely conformable to the Ordinance; and I have nothing more to add here, but that Use and Custom have introduced many Things which are contrary, but he ought to be extremely sedulous, on making any Insurance contrary to the Ordinance, in taking care what Insurers underwrite the Policy, and to insert all such Clauses, as may leave no Room for Dispute, or to have them annulled by the Chamber of Insurances, or by the other Courts of justice, in Case of being obliged to come before them, which will in a great Measure depend on the Ability and Forecast of the Broker.

30th Article, " Forbids the Commissioners of the Chamber of Assurances, their Secretary and Clerk, and all Insurance Brokers, to insure or to be insured, directly or indirectly."

*Remark.* It may be seen, that this Prohibition, with Respect to the Commissioners and Secretary, is taken away by the Ordinance Numb. 4. But in Regard to the Sworn-Brokers, as they take an Oath not to do any Business for their own Account, when they are admitted, they can neither insure nor be insured without contravening

contravening or breaking their Oath; nevertheless there are many who have Ships and Parts, which they every Day get insured.

31st Article, "Orders to punish exemplarily all those who shall use any Fraud, Misdemeanour, or Cheat in Assurances.

*Remark.* Insurances were invented and introduced, purely with the Design to relieve Merchants in Case of a Loss, by sharing as much as they thought proper to get insured; therefore, it would be acting very unjustly, to aim at gaining or enriching one's self, by making the Insurers lose, as has happened more than once, by Thieves and Knaves, who have insured large Sums on Ships aboard which they had nothing, or Things of a very small Value, which they have in Concert with the Captains procured to be lost, or by some such other Tricks: It is therefore of the utmost Importance to the Insurers, that this Article be pursued to the greatest Rigour, and it may be seen in the Ordinance Numb. VII. Art. 2. that these Sorts of Cases are reserved to be judged by the Lords Echevins, or Sheriffs,

32d Article, "Ordains, that all Accidents of Insurance, shall be brought in the first Instance before the Commissioners of the Chamber, which they shall judge upon the Footing of the Ordinance; and for their Employ, they shall have jointly with the Secretary One-third *per Cent.* on the Sums brought for their Determination, payable by the Plaintiff."

33d Article, "Authorizes the Commissioners of the Chamber to order a Delivery of the Money demanded, wholly, or partly, if they think proper, after the Verification of the Policies and Proofs, and that it appears to them, that the Notification of the Loss to the Insurers was made three Months before, permitting those who have obtained the Possession, to remain with the Money, under a sufficient Security, to return it with Interest, after the Rate of twelve *per Cent. per Ann.* if the Commissioners find afterwards that it ought to be returned."

34th Article, "Permits an Appeal from the Sentence of the Commissioners, to the Echevins, or Sheriffs, of the City."

35th Article, "Ordains, that the Execution of the Sentences given by the Commissioners, shall be performed in the same Manner, as that of the Sentences given by the Seigneurs Echevins."

36th, and last Article of the Ordinance, No. I. "Directs those who appeal to the Seigneurs Echevins, from the Sentence of the Commissioners, to do it in ten Days, and to give in their Articles in ten Days after, paying at the first Audience twelve Guilders as a Mulct, if the Sentence of the Commissioners is confirmed by the said Seigneurs."

*Remark.* I shall content myself with giving the Sense of these four last Articles just as they are, without entering into a Detail of the Cases that may happen, when obliged to litigate them with the Insurers, because that there is an Infinity, which almost all differ one from another, in the whole, or in Part, and which the Solicitors, who plead these Sort of Affairs often, know so well how to embroil, that the Process may last longer than it ought; I shall only remark on this Subject, a Passage in the Treatise of Averages, wrote by the famous *Quintyn Wytsen*, which is so very often cited in Justice, upon the Matter of Averages and Insurances, where he says, *that the Insurer is regarded by all as a Pupil*; that is to say, they are protected in Justice as Orphans, and that they are never condemned to the utmost Rigour, as it may be done in a Cause between Particulars; and it is for this same Reason, that I advise all those, who have any Difference with the Insurers, to agree it amicably, as well as they can, and avoid a Suit, as they may be certain they will often get more by a friendly Adjustment than by a Litigation; for the Insurers had rather grant something than be prosecuted, because this makes them decried as Wranglers; but it must at the same Time be confessed, that if too much is demanded of them under this Belief, they rather choose to go to Law, in which they are not quite wrong.

And as in Process of Time some new Cases have happened, not mentioned in the Ordinance, the Magistrates of this City have, from Time to Time, made

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Additions and Amplifications, and changed those Articles which they found not to be essential. The Additions are contained in the eleven Regulations, or Ordinances following, which I shall mark from No. II. to XII. to follow the Order in which they are couched in *The Manner of Proceeding before the Justices of Amsterdam*, from whence I have taken them.

## No. II.

The 30th of *January* 1626, "The Lords Justices, willing to amplify the second Article of the preceding Ordinance, have ordained, that when any one is insured, and the Insurer fails and becomes insolvent, the Assured may set aside the Insurance, by his notifying it to him, by a Notary and two Witnesses, at the Place of his last Habitation, or to his Assignee; leaving however the Premium, which he cannot reclaim, and afterwards he may get himself insured by another Underwriter, on good and bad Advices."

This Amplification was undoubtedly made to prevent the Difficulties which might result, from what the Article 2, where it is spoke of, ordains, that the Assured shall run the Risk of  $\frac{1}{10}$  for all under 12,000 Guilders, according to which, a Man, who has got 10,800 Guilders insured on Goods worth 12,000, cannot insure any more; and one of the Insurers happening to fail, and the Assured being desirous to get some other to underwrite in his Room, it would seem by the Policy, that he should have got himself insured for more than he was permitted, if he had not given it over, in the Forms directed in this Amplification, which may serve him for Proof in Case of Need; but as I have mentioned under the second Article, that any one might get himself insured entirely, I shall only observe here, that if an Insurer happens to fail, the Assured should by no Means omit desisting from his Insurance, in the Forms prescribed by this Amplification.

## No. III.

The 9th of *May*, 1614, "Our Lords of Justice having examined 17th Article of this Ordinance, and found that great Abuses have resulted from it they thought proper to alter it; and to ordain, that, hereafter, all Sorts of Merchandizes and Effects whatsoever, shall be comprehended under the general name of Merchandize or Effects, corruptible or incorruptible; but that he that would insure upon Gold, Silver, coined or uncoined, precious Stones, or Jewels, and Ammunition, shall be obliged to have it expressed in the Policy, on Penalty of its being nullified."

The 17th Article above-mentioned orders to specify in the Policy, the Merchandizes which are subject to perish through their own Nature; which was quite needless, because the 27th Article of the same Ordinance exempts the Insurers from paying the Damage which shall happen without any foreign Cause; and whether these Sorts of Merchandize are named in the Policy or not, when any Damage happens, the Question is, to know what Cause produced it; but with Regard to Gold, Silver, Jewels, and warlike Stores, the 17th Article remains in its full Force.

## No. IV.

In *February*, 1600, and in the Month of *June* 1601, "Our Lords of Justice ordered that the Commissioners of the Chamber of Insurances, and their Secretary, might be insured."

The 30th Article of the first Ordinance had prohibited it, as may be seen in the said Article.

## No. V.

"This Ordinance provides, that all the different Accidents which arise from Averages, shall be carried, in the first Instance, before the Commissioners of the Chamber of Insurances, to be by them regulated and decided, in the Manner established with respect to Insurances, in the last Articles of the first Ordinance, and that the Execution of the Sentences shall be performed according thereto."

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## No. VI.

## No. VI.

" The first Part of this Ordinance provides, that they shall every three Days proceed against those, who being cited before the Chamber, shall not appear; and that for the first, second, third, and fourth Fault of Non-appearance, they shall be condemned upon a second Omission, in a Mulct of six Stivers; on the third in twelve Stivers; and at the fourth, eighteen Stivers; and that the Commissioners may condemn or absolve for the Principal at the fourth Neglect; however, without decreeing a Security in Virtue of the said Fault, unless the Commissioners see, by the Deduction of the Cause, that it is disposed so that he ought to be ordained to give it, instead of a definitive Sentence in Virtue of the fourth Fault.

" The second Part ordains, that the Decay or Ruin of the Ships that go from hence to the *Indies*, whether it happens going or coming, shall be on Account of the Insurers, unless these Vessels happen to be employed in an extraordinary Manner in the said *Indies*, for the trade thereof; and that all the Merchants shall be obliged to place their Merchandize, upon which the Averages ought to be regulated, according to their true Value; and that this may be done with the greater Honesty, the Effects brought under Contribution shall be put into the Hands of the Commissioners, to the End that they may be enabled to determine equitably."

This Ordinance was made the 20th of *June*, 1606, before the Establishment of the *India* Company, and regards more the Particulars who traded there, than the Company, who never insure that I know of; but since that it charges the Insurers with the perishing of Ships in a Country so distant, there is much stronger Reason that they should be answerable for the same Misfortunes in those Seas which are a great deal nearer, in which the Insurers would certainly be greatly to be pitied, if the Commissioners had not some Regard to them, which is left to their Discretion in the Ordinance, No. XI.

To commit the Effects put under Contribution of an Average into the Commissioners hands, that they may judge equitably, is very often impossible, and when it is otherwise the thing would be equally troublesome to the Commissioners and Merchants; therefore, in such Cases, the Commissioners themselves have the Ships taxed that lie before the City, and order the Merchants, who have an Interest in the lading, to bring in an Account of the just Value of their Goods to the Chamber, and as this is often done after the Goods are sold, those who have disposed of theirs insert the Produce in their Accounts, and those that are still unfold they pass according to the Price current; and, upon the Taxation of the Ship, these different Accounts of the Merchants, and the Estimation of the Damage happened, the Commissioners regulate the Average, and decree the Repartition in their Sentence.

## No. VII.

This Ordinance, made the 14th of *June*, 1607, contains five Articles; of which the

1st Article ordains, " That the Fines proceeding from the Faults obtained before the Chamber, shall be exacted by the Huissier of the Chamber; of which he shall have the third for his Trouble, and if he cannot recover them, they may be exacted by the Serjeant of Monsieur the Officer."

2d Article, " Directs the Commissioners to send before the Lords Echevins all those Causes of Insurance in which they have found any Fraud." This is properly a Confirmation and Amplification of that which is said in the first Ordinance, Article 31.

3d Article decrees, " That when in any Danger, some gross Goods shall have been thrown overboard from between Decks on Ships coming from the *Levant*, they shall be brought into an Average on Ship and Cargo."

This is a Law generally received by all *Europe*, to bring into a gross Average all that is thrown into the Sea, all that is cut away, broken, or lost in the Danger, to save that which remains aboard; which makes me believe, that this Article was only made to stop the Mouths of some Wranglers, who it is probable



would maintain, that what is put between Decks, being thrown overboard in the Danger, ought not to be brought into an Average.

4th Article, " Authorizes the Commissioners to condemn the Parties, in all or half of the Expences, or to decide them as they shall think proper."

5th Article, " Enjoins the Commissioners not to carry to the Insurer's Account, when they regulate any Average, only what they shall find ought to be carried to Averages."

To understand this Article aright, it must be observed that Averages are frequently regulated in one Manner between the Proprietors of the Ship and those interested in the Cargo, and in a different one, with Regard to the Insurers, who are not obliged generally to pay all that is brought into an Average upon Ship and Goods, but only certain Articles, according to the Circumstances of the Case, which would be too long to deduce here:

#### No. VIII.

This Ordinance also contains five Articles, of which the

1st Article, " Decrees, that all the Premiums of Insurance, which do not exceed 7 per Cent. shall be paid in ready Money; without deducting them from the Damage in these Causes, which shall be brought before the Chamber, but they shall be counted and held as paid."

2d Article, " Ordains, that the Premiums exceeding 7 per Cent. shall be paid in six Months after signing the Policy; but if the Premiums on going and coming amount to more than the 7 per Cent. and 12 per Cent. inclusive, the Half shall be paid down, and the other Half in six Months after, with the Interest of 12 per Cent. per Ann. after the Expiration of the said six Months, to the time of Payment.

In Obedience to the first of these Articles, or both of them, the Insurers never sign a Policy, that they do not infer at the same Time, that they have received the Premium, although they do not receive it till two or three Months after, and sometimes never, because they have an open Account with every Broker, and if a Loss happens, they draw upon him, without having enjoyed the Premiums. It is true they may recover of him directly, and it were to be wished, for their Sakes, that they gave less Credit to some Brokers, who use the Premiums to pay every thing else but them; if they gave so much less Credit to the Brokers, the Insurers would not suffer, as they often do, when any one of the former becomes insolvent; for if the Merchants, by employing the Brokers, give them an Opportunity of gaining their Brokerage, they are only answerable to the Insurers for the Premiums; and if those were paid in ready Money, the Brokers would not be exposed to this Risk.

In Regard to the Premiums in going and coming, the Custom observed for a long time, has been in the same Manner as above, but the Broker will not engage with the Insurers only for the Premium out: And when the Ship is arrived, or is upon her way Home, the Insurer assigns the Premium of her Return on the Assured; but as it frequently happens, that some of the Assured fail during the Interval of the Voyage, by which the Underwriters lose the Premium on the Ship's Return, it is now some Years since they have obliged the Brokers to be answerable for both, in which I think they have acted very prudently.

3d Article, " Ordains, that when the Chamber of Assurances has made a Repartition of the Average or Damage, the Insurers shall be obliged to pay it directly, and in Default thereof, they shall pay the Assured an Interest on the Sum in which they have been condemned, after the Rate of 12 per Cent. per Ann. to be reckoned from the Day the Repartition is made, till the Time of its Discharge."

This Case occurs so rarely, that I have never seen an Example of it; but on the contrary, a Loss or an Average is no sooner regulated by the Chamber, than the Insurers are the first who desire to pay, unless they think themselves unjustly dealt by, and have an Intent to appeal.

4th Article, " Directs the Commissioners not to make any Repartition of the total Losses, till the three Months of Abandoning be expired, according to the 25th Article of the first Ordinance."

I have

I have remarked upon the said 25th Article, that in such Case, the Insurers ought to pay the entire Loss, but in agreeing it amicably, they only pay 98 per Cent. which is better both for one and the other, than to go to Law, for many Reasons.

5th Article, "Orders that the Brokerage on Insurances shall not exceed  $\frac{1}{2}$  per Cent. as well on going and coming, as on going or coming only; to be paid Half by the Insurers, and the other Half by the Assured."

The Custom is, that the Insurers only pay the Brokerage at  $\frac{1}{2}$  either going or coming, and  $\frac{1}{2}$  per Cent. Outwards and Homewards; and if this is not agreed to, as the Brokerage for going or coming singly is  $\frac{1}{2}$  per Cent. the Brokers may with Reason, first make the Insurance Outwards, and some Days after make that Homeward, in Order to get double Brokerage; and I do not doubt of their having done so, since the making of this Ordinance, &c.

## No. IX.

It is ordained by this Amplification of the preceding Ordinance, No. VIII. "That all the Premiums of Insurance, at whatever per Cent. they may be, and let them be what they will, shall be paid immediately on signing the Policy, under Penalty of their being null; provided that on those which are made for going and coming, the Premiums for going shall be paid directly, and the the Premiums for returning shall be paid on the Arrival of the Vessels; and of all the Insurances which are made by the Month, the Premiums shall be paid down for as many Months as shall be stipulated in the Policy."

## No. X.

As the foregoing Ordinance does not very clearly explain itself in saying, that the Premiums on the homeward bound Voyage shall be paid on the Ship's Arrival, this Article is added, and imports, *that the Premiums on her coming back, shall be paid when the Vessel shall be returned, and the Voyage finished.*

It may be seen by these two Articles, what I have said under the second Article of No. VIII.

## No. XI.

In Reply to the Advice which the Commissioners of the Chamber requested of the Burgomasters, how they should regulate the Damage upon Woad, Sugar, and other Merchandizes, which came from the Azores Islands; as a very great difference is found in the Price, between those bought with ready Money, and those taken in Barter; and also upon what the said Commissioners represent, that in long Voyages, where the Assured gain largely, the Vessels decay considerably, and if they are lost, the Insurers pay a great deal more than the Ships would have sold for, if they had arrived in Safety,

"Our Lords of Justice ordained, that the Woad should be reckoned, till further Order, upon the footing of 800 Rees the Quintal, unless the Concerned can prove in eight Months, that the Woad was bought in the said Isles, at a higher or lower Price; and with Respect to Sugars and other Merchandizes, the Commissioners may value them as they shall think proper."

"And touching the Ships, which, by the Length of their Voyages, are worn out, worm-eaten, or become unnavigable, the Commissioners were authorised to act according to their Discretion."

It is very just to have Regard to the Price of the Goods which are to contribute to an Average, when the Calculation is to be made, more especially when some Part of them have been taken in Barter, and the other paid for with Ready-Money; in which Case those that are received in Barter, would cost a good deal more if passed at the Price they were taken at in Barter, than those purchased with Ready-Money, and would not however be any thing better, and notwithstanding they would pay considerably more than they ought towards the Average. For Example, A Quintal of Woad shall have been taken in Barter for 1200 Rees, and a Quintal of the same bought for 600, with Ready-Money; and if the Average is regulated on the footing of these two Purchases, the Quintal taken in Exchange will pay double the Average that the Quintal bought

with ready Money will, which would be visibly contrary to Reason, and to the Ordinance No. VI. which directs, that things should be put at their true Value.

In Respect to the Decay of Ships, it is certainly very equitable, that it should be regulated, as well in the Regulation of Losses as in that of Averages; for it is certain, that on many Occasions the Insurers lose, and pay the Damage which happens to Ships, whilst the Proprietors gain a great deal above it.

## No. XII.

This Amplification decrees, " That henceforward any Abandon, Registering, or Authorization, in Matters of Insurance, shall not be done but by the Secretary or Huissier of the Chamber of Insurances, who are sufficiently authorized for it by this Ordinance, which prohibits all Notaries, Brokers, and other Persons to undertake the doing any Act, under Penalty of its being null."

If the Assured judge that the Insurers have any Room to make a Dispute, they ought not to fail making the Abandon, Registering, or Authorization, as it is ordered here above, because all that they get done by their Brokers is null and invalid, if the Affair comes before the Chamber, and that these Pieces must absolutely be drawn up there, and signed by the Huissier to be valid.

The 5th of March, 1688, the following Ordinance was published:

" Those who would get Insurance made on Ships or Effects already departed from the Place of their lading, shall be obliged to declare it on the Policy, and to note the time of their Departure, except they are ignorant of it; and if they are so, they are expressly to declare it in the Policies, on Penalty of its being null."

As this Article has a Relation to or Affinity with the Articles 6, 20, or 21, of the first Ordinance, Reference may be made to what I have said under the 6th.

*The same Day, 5th of March, 1688, the subsequent Order was also published:*

The Lords of Justice having been advised, as well by many Merchants as Insurers, that divers Changes were daily made in the Print of Policies, and that almost every Broker added some Novelty, which obliged both the Merchants and Insurers to read, as well what was printed as wrote in them, and that this was a troublesome Practice, by reason of the many Affairs they had to transact at the Bourse and elsewhere, from whence proceeded a great Number of Frauds, bad Tricks, &c. the which the said Lords willing to prevent, have enacted and ordained, that henceforward no one shall print or offer any Policy which does not contain, Word for Word, the same as those that follow; and they must be marked by the Secretary of the Chamber of Insurances, who shall have three Stivers as his Due for each; and no Policy shall be made which is not marked by him, in Want of which, they shall be invalid; and the Brokers who offer any Policies, with other Contents than what is in the subsequent Forms, shall pay, for each, fifty Guilders Mult.

*A Form of the licenced Policies upon Ships.*

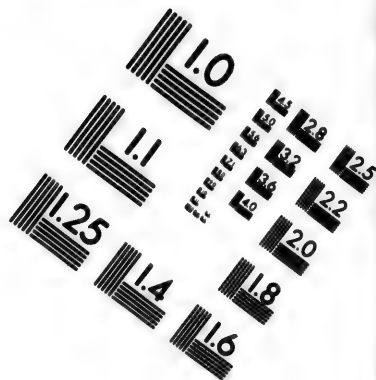
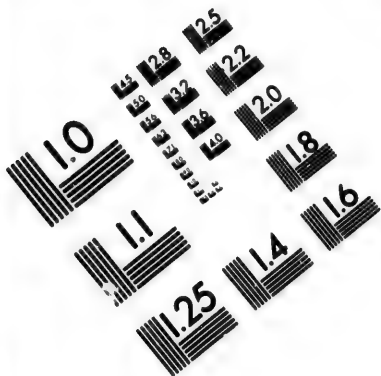
WE the Underwriters do assure you, Mr. \_\_\_\_\_ or any other to whom it may appertain, in the Whole, or in Part, Friend or Enemy without any Exception, viz. every one for the Sum here subscribed, of (in this Blank is inserted the Voyage the Ship is to make)

upon the Body and Tackle of the Ship, which God preserve, with her Guns, Ammunition, Apparel, and Appurtenances belonging to the said or to any other, called of which is Captain

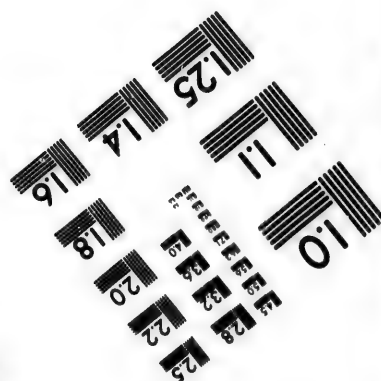
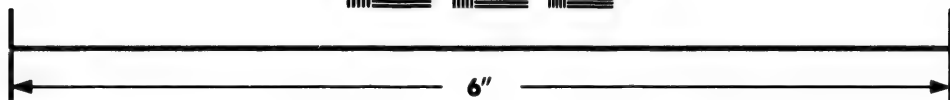
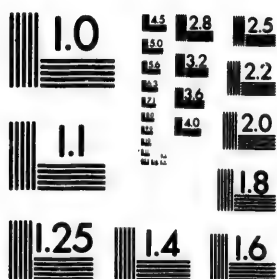
or any other who may be put in his Place, the Risk, Perils, and Adventures which we take upon us, from the Day and Hour, that the said Ship, \_\_\_\_\_ until the Time

shall be arrived as above, with her Guns, Ammunition, Apparel, and Appurtenances, and entirely unladen; and the said Ship may go forward, retreat, turn, and go about to the Right, Left, and on every Side, in the Manner that the Captain or Captains may think proper,





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proper, for the Benefit and Advantage of the said Voyage; the above-mentioned Dangers, consisting in all Perils of the Sea, of Storms, Fire, and Winds, Arrest of Friends or Enemies, Detention of Kings, Queens, Princes, Lords, and Communities, Letters of Marque and Countermarque, Imprudence of Captains, or Barretry of the Mariners, and in all other Perils and Adventures which can happen to the said Ship, of whatsoever Sorts they may be, foreseen or unforeseen, ordinary or extraordinary, without excepting any one, provided they happen without any Design, or Knowledge of the Assured; We put ourselves in all the aforesaid Cases in your Place, to pay you the Assured, or to your Agent, all the Damage that you shall have suffered, *viz.* each one, in Proportion to the Sum he shall have underwrote, as well the first as the last Insurer, and that within one Month after we shall have been duly advised of the Loss or Damage; and in that Case, we give to you the Assured, and to all others, a full Power, whether it turns to our Advantage or to our Loss, to lend a Hand to save the Ship and its Appurtenances, to sell it, and to distribute the Money, if the Case requires it, without demanding either our Consent or Permission: We also paying the Charges, which shall be occasioned in this Affair, and likewise the Damage which shall have happened, whether any Thing is saved or not; and, in Respect of the Account of Charges, a Certificate shall be added to the Oath of him that furnished them, without any Contradiction; provided that there shall be paid us in ready Money, for the Price of this Assurance,

*per Cent.* engaging for this Effect, and submitting our Persons and Goods present, and to come, according to Law; renouncing, as Men of Honour, all Chicanes and Exceptions, which may contradict the present. So done at Amsterdam, &c.

N. B. *The Policies on Goods are the same with the above, only varying the Terms, as in the English one, therefore I omit the Translation.*

*A new Amplification of the Ordinance of the Chamber of Assurances, and Averages, of the City of Amsterdam.*

THE Lords of Justice of the City of Amsterdam, having seen and examined the Request of many considerable Merchants of the said City, presented to them To-day, beseeching that there may be some Alteration and Redress made in Matter of Insurances; and after having heard the Advice of the Commissioners of the Chamber of Insurances and Averages, have thought proper to enact and ordain, as they do by these Presents;

1st Article, "That henceforward Insurance may be made on the Body and Tackle of Ships for seven-eighths of their true Value; however, without Permission to make any on their Freight, Powder, Ball, Victuals, or such like Things which are consumed; and the Assured shall be obliged to run Risk of the One-eighth, as well for what is above, as under two Thousand *Livres de Gros*, derogating and altering in this Respect the 10th Article of the Ordinance of the Chamber of Insurances."

The 10th Article of the first Ordinance altered by this, forbids the insuring Ships for above Two-thirds of their Value, which was sufficient to discourage all those who should have a Design to build Ships, it obliging them to run the Risk of One-third of their Value, which might not suit every one; so that it is with Reason they have changed the said 10th Article of which we are speaking; and it is even very much wished, that they had not obliged the Owners of Ships by this Article, to run the Risk of the One-eighth; for, besides its causing many Disputes, there is not naturally any Necessity to oblige a Man to run a Risk, which an Insurer would take on him for the Premium he receives: There is even, if I may be permitted to say so, a wide Door opened to Chicanery in this Amplification, which only speaks of the Body of the Ship, without making mention of the Apparel and Appurtenances, which are very often worth as much, or half as much, as the Body of the Ship; I, however, very well know, that when the Commissioners of the Chamber have a Ship taxed, it is taxed with all its Apparel and Appurtenances, and without Contradiction from the Insurers; but I do not know what would happen if some one amongst them would stick to the Letter of the Ordinance, which only gives Commission to

insure

insure the Body; it may be said, that a Ship cannot go to Sea without Sails, Masts, &c. so that her Apparel and Appurtenances being absolutely necessary to perform the Voyage, they may be, and effectually are, comprehended with the Body of the Ship; however, this would not shut the Mouths of some Wranglers, if they were in such a Case. But not to extend my Criticism any farther, I shall only say, that when an Insurance is made on the Body of a Ship, it is very necessary to value it in the Policy, and to insert that it is with all its Appurtenances and Dependencies, and such other Clauses as an expert Broker should find *à propos* to put in it, according to the Cases and Circumstances.

2d Article of this Amplification says, "That in like Manner it shall be permitted to insure the single Ransom, or Redemption of Captains and Sailors, who run a Risk of being taken by Corsairs; and that upon Policies, of which the Plan shall be given herewith, the which ought to be marked by the Secretary of the Chamber, who shall have three Stivers for each, as for other Policies; upon Penalty, that if they are not marked by the said Secretary, they shall not be valid, and that the Brokers, who shall make any Policies in a different Manner shall pay fifty Guilders Mulct for each, &c."

The 24th Article of the first Ordinance, prohibits the making Insurance on any Lives whatsoever; and many People confound Liberty with Life, imagining that insuring the one was not more lawful than the other, which occasioned many Difficulties between the Owners of Ships, and their Captains bound to the *Mediterranean* and the adjacent Parts, where they run the Risk of being taken by the *Turks*, when at War with them, and it was undoubtedly for that, that this Article was made; and on the least Rupture that we now have with any one of the States of *Barbary*, the Captains designed for the *Mediterranean* will by no Means fail, till their Owners have insured 3 or 4000 Guilders upon their Liberty, in order to redeem them with this Money, in Case they are so unfortunate as to be taken.

3d Article of the said Amplification, "Decrees, that any Insurance made upon Money given *à la Grosse*, a Term used in *Holland* for lending Money at a large Interest like Bottomry, upon Goods, shall not be valid, unless it be expressly mentioned by all the Bills of Lading of the Goods, how the Money was taken up, with the Date of the Day and the Place, from whom it was taken, and to whom it was delivered, and for whose Account; but the Assurance being made from a Place, where no Bill of Lading was signed, it must be proved by the *Contrat de Grosse*, or Bottomry, &c."

The 4th and 5th Articles, authorize the Commissioners to condemn, from the second Non-appearance, those whom the Insurers have cited before the Chamber for the Payment of Premiums, and to proceed to other Causes every two Days, and to condemn upon the third Default.

*The Form of a Policy of Insurance upon the Liberty of a Person.*

WE, the Underwriters, insure you or to whom it may appertain, viz. Each for the Sum here under signed, to on Condition to go every Way, during the whole Voyage, and with Liberty to touch in all Places and in all Countries in the Way; to advance, retreat, get into Port, unlade and lade, at the Will of the Captain or Mate, whether it is with the Liking and Consent of the Assured or his Deputy or not; and that upon the Body and Person of bound for upon the Ship, which God preserve, called commanded by Captain and in Case that the said Ship should happen to be lost, and not accomplish her Voyage, we run the same Risk on the Ship or Ships upon which the said may embark, to pursue and finish his aforesaid Voyage, be it either by Sea or Land; and we only run the Risk of his being taken, by any Nation whatsoever, whether *Turk*, *Moor*, or *Barbarian*, or other Infidel Pirates, from whom in Case that the said happens to be taken, and ransomed, which God avert, we promise to pay immediately to the Assured, or to the Bearer of these

these Presents, without any Abatement, each the Sum by us insured for his Redemption, with the other Charges that this Affair may occasion; and that as soon as the Advice shall be received, and that it shall appear to us that he is released, or his Ransom paid, and that the Bills of Exchange have been accepted; but the Sums by us insured must be employed only in his Ransom and concurrent Expences, and for nothing else; and for the Accomplishment of the above, we engage our Persons and Effects, present and to come, submitting them to all Laws and Tribunals of Justice, the Whole sincerely without Fraud or Deceit; and we have agreed for the Premium.

So done in *Amsterdam*, &c.

Policies of Insurance in *France*, are generally drawn up in the Registry Office of Insurance, in those Places where one is established; and in those Places where there are none, the Policies may be made either before a Notary Publick, or under a private Firm.

D. de C. Pag.  
219. Word  
ASSURANCE.

In foreign Places where *French* Consuls are settled, the Policies of Insurance may be entered in the Chancery of the Consulate, before two Witnesses; and all these Policies must mention the Name and Place of Abode of the Insured, his Condition, whether Proprietor or Agent, and the Goods or Effects on which the Insurance is made: They must likewise contain the Name of the Ship and Master, the Place from whence the Goods are or must be laded, of the Haven or Port from whence the Ship is to sail, or shall have sailed, of the Ports where she is to lade and unlade, and of all those where she is to touch: They must also express the Time when the Risks are to begin and finish, the Sums that are insured, the Premium given, the Submission of the contracting Parties to Arbitration in Case of Dispute, and all other Clauses in general on which they are agreed, according to the Use and Customs of the Sea; about all which, his Most Christian Majesty published an Ordinance in the Month of *August*, 1681, where, at *Titre 6, du Livre 3*, every Part of Insurance is fully directed.

Besides the Insurances we have hitherto mentioned, others are made in *France*, called Secret or Anonymous ones, which are performed by Correspondence with Foreigners, even in Time of War.

It is inserted in the Policies of this Sort of Insurance, that it is for a Friend's Account, whosoever he may be, without naming the Person; and in Case the Ship or Merchandizes so insured happen to be lost, the Assured must notify it, and his abandoning the Insurance, by an Act in Form, either by the Register, a Notary, or Bailiff, demanding Payment of the Sums insured, in Consequence of his relinquishing, in the Time agreed by the Policy.

Insurances are made in many Parts of *France*, particularly in most of the maritime Towns; and in the Beginning of the Year 1770, a Chamber of Insurance was established at *Paris*, with a Fund of twelve Millions of *Livres*, in which some Alterations were made about ten Months after; but as the Articles in their Policies differ very little from the *Dutch*, to avoid Repetitions, I shall not enlarge on them.

An Office for Insurances was likewise established about the latter End of the same Year at *Stockholm*; and another about six Month after at *Naples*, with a Capital of 100,000 *Crowns*. And a Company has been long settled at *Copenhagen* for this Purpose; besides which, large Insurances are made in *Norway*, at the same Terms generally the same as in *Holland*.

All Policies must be made on stamped Paper, and no Insurance permitted on Life, Wages, Provision, Ammunition, or Materials; only on Ship and Goods, and on these no more than Nine-tenths of their real Value.

The Insurers pay no Average, on Demurrage, or Losses under 3 per Cent. nor on Wool, Hemp, Flax, Sugar, and Stock-fish, under 10 per Cent. And the Laws are so rigorous, that if the Insurance is made for above Nine-tenths of the real Value, as afore-mentioned, the Premium is sunk, and the Perpetrators suffer Death.

When a Policy on Goods is signed, the Underwriters are answerable for all Damages they may receive, from the time of their carrying from the Shore, until their

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their being duly delivered on Shore again; and if Credit is given on the Premium, it bears half *per Cent.* Interest *per Month*.

On a Loss of Ship or Goods, the Assured may have it notified to the Insurers, with full Proofs; and if the latter do not pay the Loss within three Months, he must pay the Assured half *per Cent.* Monthly, from the Time of the Loss being notified to him, until its Discharge.

A Ship bound to any Part of *Europe*, and no News heard of her within a Year and a Day, the Insurance is due; and if the Voyage is to any other Part of the World, two Years are allowed; and it is to be noted that a Year and a Day, in Law, is understood to be a Year and six Weeks.

If the Voyage is altered, and Premium returned, half *per Cent.* is allowed the Underwriters, as in other Parts; and the Insurance in this Country is void, and the Capital confiscate, if not made on stamped Paper.

*Venice, Leghorn, Genoa, Pisa, Hamburg*, and many other maritime Cities, have their Underwriters, and pretty considerable Insurances are sometimes made there; but those I have before mentioned are the principal Places where large Sums are underwrote for, with the greatest Security.

### *Of Arbitrators, Arbitraments, Arbitration Bonds, and Awards.*

**A**N ARBITRATOR is an extraordinary private Judge, between Party and Party, chosen by their mutual Consent, to determine Controversies between them.

And he is so called either from *Arbitrium*, Free Will, as some derive it; or because he has an arbitrary Power, as is supposed by others; for if Arbitrators observe the Submission, and keep within due Bounds, their Sentences are definitive, from which there lies no Appeal.

The Power of *Arbitrators* is to be regulated by the Coontracts between the Parties, as to what concerns the Differences which they are to determine, and whatever they decree beyond that is of no Effect.

The Award of *Arbitrators* is definitive, and, being chosen by the Parties, they are not tied to such Formalities of Law as Judges in other Cases are, and yet they have as great Power as other Judges to determine the Matters in Variance; but their Determination must be certain, and it is to be according to the express Condition of the Bond, by which the Parties submit themselves to their Judgement.

After a definitive Sentence is given, the Functions of *Arbitrators* cease, and they have not Power to retract or alter it.

No Matters wherein the Publick is concerned, or besides those of a private Nature, which regard Property between Person and Person, can be submitted to the Decision of *Arbitrators*. The Differences arising between Merchants, relating to their Commerce, and between Parties, in relation to their Partnerships, and also Accounts of Guardianships, and other Administrations, are proper Subjects for Arbitration. Therefore all Articles of Partnership should contain a Clause, by which the Partners bind themselves to submit to *Arbitrators* in the Disputes that may arise between them. And if the same was done in the Contract, and Policies of Assurance, it might prevent many Suits at Law.

It has been a Custom to chuse two, one by each of the contending Parties, with a Liberty for them to chuse an *Umpire* in Case of Disagreement; but as this Method has on many Occasions exposed the *Arbitrators* to some Disgusts, from those whose Differences they were labouring to reconcile, it has been a Practice for some Time past to nominate three in the Bond, by which Means their different Opinions remain secret, and consequently unknown to the Concerned, who are too apt ungenerously to reflect on a Determination, which will naturally differ from the Opinion at least of one of the Parties, and excite in an uncandid manner a Censure, where at least their Thanks are due.



Chanc. Rep.  
279.  
1 Fern. 21.

The Chancery will not give Relief against the Award of the *Arbitrators*, except it be for Corruption, &c. and where their Award is not strictly binding by the Rules of Law, the Court of Equity can decree a Performance.

26 Hen. VI.  
52.  
39 Hen. VI.  
12.

When the *Arbitrators* make an Award upon one Day, they cannot make another between the Parties on any other Day; nor can they do it Part at one Time and Part at another, although the Times are within the Submission.

47 Edw. III.  
21.

Though the *Arbitrators* may agree upon a Thing one Day, and on another Thing at another Time, and at last make an Award of the Whole.

2 Mod. Entr.  
Eng. 162.  
1 Inst. 201.  
1 Rol. Abr.  
243.

*Arbitrators* are to award what is equal between the Parties, and not on one Side only, and the Performance of it must be lawful and possible; and the Award must be final.

2 Saund. 122.  
2 Lill. 169.  
1 Saik. 71.

If the *Arbitrators* make an Award of Money to be paid to a Stranger, &c. unless the Parties have Benefit by it, it will be void.

And a Party is not to be made a Judge in his own Cause by Award.

For it is a general Rule in Equity, that when it appears that any one of the *Arbitrators* was any way interested in the Matters in Controversy referred to them, the Award is to be set aside.

Mod. Cal. 33.

Where a Thing is to be done on Payment of Money, a Tender of the Money is as much as an actual Payment.

Brownl. 55.

Action of Debt may be brought for Money adjudged to be paid by *Arbitrators*, declaring on the Award; and also Action of Debt upon the Bond, for not performing the Award.

8 Rep. 98.

When there is but one *Arbitrator*, which happens where the Matter is referred to two, or they cannot agree, but leave it to be determined by a third Person, it is called an *Umpirage*.

1 LN. Abr.  
170.

But the *Arbitrators* are to refuse, and declare they will make no Award before the *Umpire* shall proceed; though an *Umpire's* Award shall be good, where the *Arbitrators* make a void Award, which is no Award.

1 Mod. Rep.  
15.

It is said an *Umpirage* cannot be made till the *Arbitrators'* Time is out, and if any other Power be given to the *Umpire*, it is not good; for two Persons cannot have a several Jurisdiction at one Time.

But this seems to be contradicted by the Practice afore-mentioned, of nominating three *Arbitrators* in the Bond, except the Distinction consists in Sounds only, as neither of the three is termed an *Umpire*.

An *Arbitration* is generally an Effect of Moderation in the contending Parties, who think it more safe to refer the Matter in Dispute to the Determination of Friends, than to venture a Trial at Law, more especially as the one is costly, and the other transacted *gratis*; and although there is no particular Obligation to oblige Parties in *England* to refer their Differences to *Arbitrators*, as is the Custom in *France*, yet our Statutes recommend these References to the Subjects, and more particularly to Merchants and Traders, as an useful Expedient to end their Disputes with the greater Ease and Expedition.

The *Civilians* make a Difference between *Arbiter* and *Arbitrator*; an *Arbiter* being tied to proceed and judge according to Law, mingled with Equity; but an *Arbitrator* is wholly at his own Discretion, without Solemnity of Process, or Course of Judgement, to hear and determine the Controversy referred to him, so as it be *Juxta Arbitrium boni Viri*.

*Arbitrators* should give their Award without entering into Particulars, or assigning their Reasons for it, as this might expose them to a Chancery Suit from a dissatisfied Party, and it should be in Writing, and within the Time limited by the *Arbitration* Bonds.

There should be appointed by the Award some reciprocal Act, to be done by each Party to the other, which the Law requireth to be *quid pro quo*, although it be never so small, and reciprocal Acquittances should be directed, either general or particular ones, according as the Nature of the Decision shall require.

The *Arbitrators* are not to award any Thing, whereby any Matter already determined by a Decree in *Chancery*, or a Judgement at *Common Law*, or any Sentence judicially given in the Cause, be infringed or meddled with; for Sentences of

judicial Courts of Record are always of a higher Nature than *Arbitrators'* Awards, and justly challenge both Obedience and Respect; though *Civilians* themselves do frequently call Merchants in to their Assistance, when the Matter in Dispute is relative to Trade, and sometimes recommend the Decision of a mercantile Point to a Trader, after they have long and curiously debated it, without bringing it to a Conclusion.

ARBITRAMENT (in Latin *Arbitrium*) is the Sentence or Determination, <sup>s Rep. 98.</sup> pronounced by *Arbitrators*, and published when they have heard all Parties, and *this* is either *general*, of Actions, Demands, Quarrels, &c. or *special*, of some certain Matters in Controversy: it may be also absolute or conditional.

To every *Arbitrament*, five Things are incident, *viz.* First, Matter of Con- <sup>Hard, 44.</sup> trovery. Secondly, Submission. Thirdly, Parties to the Submission. Fourthly, Arbitrators. And, Fifthly, giving up the *Arbitrament*.

*Arbitrators* cannot refer *Arbitraments* to others, if the Submission be not so; <sup>Jenk. Cent. 129.</sup> but an *Arbitrament* that one shall release to another, by Advice of a certain Person, is good, because it is a Reference only for the Execution of it.

Submissions to *Arbitraments* are usually by Bond, and the Parties who bind <sup>Dauv. Abr. 513.</sup> themselves, are obliged to take Notice of the Award, at their Peril; but Things <sup>9 Rep. 78.</sup> relating to a Freehold, Debts due on Bond, or on certain Contract, Criminal <sup>1 Roll. Abr. 244. 342.</sup> Offences, &c. are not *arbitrable*.

For ending Suits by *Arbitrament*, the following Act is the only one made in any late Reign, *viz.*

After the 11th of May 1698, all Merchants and Traders, and others desiring <sup>9 and 10 Will. III. C. 15.</sup> to end any Controversy, Suit, or Quarrel, for which there is no other Remedy, <sup>III. C. 15.</sup> but by a personal Action or Suit in Equity, by *Arbitrament*, may agree, that their Submission of the Suit to the Award, or Umpirage, of any Person or Persons, shall be made a Rule of any of his Majesty's Courts of Record, which the Parties shall choose, and may insert such their Agreement in their Submission, or the Condition of the Bond of Promise; and upon producing an *Affidavit* of such Agreement, and upon reading and filing such Affidavit in the Court so chosen, the same may be entered of Record in such Court, and a Rule of Court shall be thereupon made that the Parties shall submit to, and finally be concluded by such *Arbitration* or *Umpirage*: And in Case of Disobedience thereto, the Party neglecting, or refusing, shall be subject to all the Penalties of contemning a Rule of Court, and Process shall issue accordingly, which shall not be stopped or delayed by any Order, &c. of any other Court, either of Law or Equity, unless it appear on Oath, that the *Arbitrators* or *Umpire* misbehaved themselves, and that such Award was corruptly or unduly procured.

Any Arbitration or Umpirage, procured by Corruption or undue Means, shall <sup>Sec. 2.</sup> be void, and set aside by any Court of Law or Equity, so as such Corruption or undue Practice be complained of, in the Court where the Rule is made for such *Arbitration*, before the last Day of the next Term, after such *Arbitration* made and published to the Parties.

In Consequence of this Statute, it is now become a considerable Part of the Business of the superior Courts, to set aside such Awards as are partially or illegally made; or to enforce their Execution when legal, by the same Process of Contempt, as is awarded for Disobedience to such Rules and Orders as are issued by the Courts themselves. *Blackstone's Comment. Vol. III.*

#### AN ARBITRATION BOND.

KNOW ALL MEN by these Presents, that I *A. B.* of the Parish, &c. in the County, &c. Merchant, am held and firmly obliged to *C. D.* of, &c. in the County aforesaid, Esq. in — Pounds of good and lawful Money of Great-Britain, to be paid to the said *C. D.* or his certain Attorney, his Executors, Administrators, or Assigns, to which Payment, well and truly to be made, I oblige myself, my Heirs, Executors, and Administrators, firmly by these Presents, sealed with my seal, dated at \_\_\_\_\_ on the \_\_\_\_\_ Day of \_\_\_\_\_ in the Twenty-fourth Year of the Reign of our Sovereign Lord King *George*

George II. and in the Year of our Lord God, one Thousand seven Hundred and fifty-one.

The Condition of this Obligation is such, that if the above bound *A. B.* his Heirs, Executors, and Administrators, for his and their Parts, and Behalfs, do in all Things well and truly stand to, obey, abide by, perform, fulfil, and keep the Award, Order, Arbitrament, final End, and Determination of *E. F.* and *G. H.* Arbitrators indifferently named, elected, and chosen, as well on the Part and Behalf of the above bounden *A. B.* as of the above-named *C. D.* to arbitrate, award, order, judge, and determine, of and concerning all, and all Manner of Action and Actions, Cause and Causes of Actions, Suits, Bills, Bonds, Specialties, Judgements, Executions, Extents, Quarrels, Controversies, Trespasses, Damages, and Demands whatsoever, at any Time or Times, heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by or between the said Parties, so as the said Award be made, and given up in Writing, under their Hands and Seals, ready to be delivered to the said Parties on or before the

next ensuing the Date above-mentioned: But if the said Arbitrators do not make such their Award of, and concerning the Premises by the Time aforesaid, that then if the said *A. B.* his Heirs, Executors, and Administrators, for his and their Part and Behalf, do in all Things well and truly stand to, obey, abide by, perform, fulfil and keep the Award, Order, Arbitrament, Umpirage, final End, and Determination of *J. K.* Umpire, indifferently chosen between the said Parties, of, and concerning the Premises, so as the said Umpirage do make his Award or Umpire of, and concerning the Premises, and deliver the same in Writing under his Hand and Seal, to the said Parties, on or before the next ensuing the Date above-said, then this Obligation to be void, or otherwise to be, and remain in full Force and Virtue.

*A. B.*

Signed, sealed, and delivered,  
in the Presence of

*L. M.*  
*N. O.*

Note, if there is no Umpire, the latter Part must be omitted from, but if the said Arbitrators.

Though I have before observed, it is now customary to choose three Arbitrators, and have them nominated in the Bonds.

The aforesaid Bond must be mutual between the Parties, and the following Clause may be added at the End of the Condition, as the Agreement mentioned in the preceding Act of Parliament, viz.

And the above-mentioned *A. B.* doth agree and desire, that this his Submission to the Award above-mentioned, be made a Rule of his Majesty's Court of King's Bench, or any other Court of Record, pursuant to the late Act of Parliament for this Purpose provided, and the like for the other Party submitted to such Award.

AWARD is the Judgement and Arbitration of one or more Persons, at the Request of two Parties who are at Variance, for ending the Matter in Dispute, without publick Authority; and may be called an Award, because it is imposed on both Parties to be observed by them *Dictum, quod ad Custodiendum, seu Observandum, Partibus imponitur.*

*Spelm.*

*1 Dawd. Abr.*  
*515.*

An Award may be by Word or in Writing, but it is usually given in the latter, and must be exactly according to the Submission. If an Award be according to the Submission by Bond, though it is void in Law, if it be not observed, the Obligation will be forfeited.

*Cro. Elia.*  
*661.*

Where Arbitrators award a Thing against Law, it is void; if more is awarded than submitted, the Award will be void; but when an Award seems to extend to more than in the Submission, the Words *de & super præmissis*, restrain it to the Thing submitted.

An

An *Award* may be void in some Part, and good in another Part, if it makes an End of all the Differences submitted; and if an *Award* be good in Part, and void in Part, the good shall be performed. <sup>10 Rep. 31. 2 Saund. 293.</sup>

An *Award* without a Deed of Submission will be good, in bar of a Trespass. <sup>Dawson. 548.</sup>  
But the Delivery of the *Award* in Writing, under Hand and Seal, &c. must be pleaded, and be exactly replied to by the Plaintiff, in Action of Debt on an *Award*, or it will be ill on Demurrer. <sup>Dyer, 243. 2 Mod. 77, 78. 269.</sup>

The Submission to an *Award* may be by Bond, Covenant, or by an *Assumpsit* or Promise; or without all this, by a bare Agreement, to refer the Matter to such a Person or Persons. <sup>10 Rep. 131. Dyer, 270.</sup>

A Husband may submit to an *Award*, for himself and his Wife, for her Goods and Chattles, to bind her; but an Infant may not make any Submission to an *Award*, or any other for him, for it will be void. <sup>Plowd. 189.</sup>

If several Persons do a Wrong to a Man, and one of these, and he to whom the Wrong is done, submit to an *Award*; the other Persons, who were no Parties to the Submission, may take Advantage of it, to extinguish the Wrong.

And where the *Award* of Recompence for a Wrong done is performed, that Wrong is altogether determined; also the *Award* of a Personal Chattel doth alter the Property of it, and give it to the Party to whom awarded, that he may have *Detinue* for it. <sup>Dyer, 183.</sup>

A Submission is of all Actions and Demands, &c. though there be but one Cause or Matter between them; an *Award* may be made for this: And where two Things are submitted, and the *Award* but one, it is good, if the Arbitrators have no further Notice of the other; though if it be of three Things, or some Particulars with a general Clause of all other Matters, in that Case they must make the *Award* for the Things particularly named, without any other Notice given. <sup>Dyer, 216. 2 Cr. 130. Godb. 146.</sup>

If the Submission be by divers Persons, and the Arbitrators award between some of them only, this is good, but if a Submission is of certain Things in Special, with a *Proviso* in the Condition, that the *Award* be made of the Premises, &c. by such a Day, there the *Award* must be made of all, or it will be void. <sup>8 Rep. 79. Hil. 49.</sup>

An *Award* of all Actions, *Real*, when the Submission is of Actions *Personal*, is not good. <sup>Plowd. 306. 10 Rep. 132.</sup>

Yet if the Submission be of Things *Personal*, and the *Award* is, that one of the Parties shall do an Act *Real*, in Satisfaction of a personal Injury, &c. or a Submission be of one Thing, and the *Award* made of something incident to, or necessarily depending upon it; or if the Submission is of all Actions real and personal, and the *Award* only of Matters personal, &c. it will be good in these Cases, if nothing else is notified to the Arbitrators. <sup>Dyer, 216.</sup>

An *Award* made only on one Side, without any Thing on the other, is void in Law; as, that one shall pay or give Bond for Money to the other Party, and he do nothing for it; but if it be to give Bond to pay, or to pay a Debt, and that the other shall be discharged of the Debt, &c. this is good; so where it is that one Party shall pay Money to the other, and then the other shall release all Actions to him. <sup>8 Rep. 72. 98.</sup>

If divers Trespasses be referred to Arbitrament, and the *Award* is, that one of the Parties shall make the other Parties Amends, or give Release, and say not what Amends, or what Release, &c. it is void for Uncertainty. <sup>5 Rep. March 18.</sup>

*Award* was, that each Party should give to the other a general Release of all Demands, provided, that if either of them dislike the *Award*, within twenty Days after made, and within that Time pay 10 s. the Arbitrament to be void; it was held, that the first Part of the *Award* was good, and the *Proviso* repugnant and void. <sup>1 Cr. 688.</sup>

Arbitrators are to make their *Award Secundum allegata & probata* (according to what is alleged and proved) but they may not enjoin any Oath to the Witnesses; the *Award* ought to be published; and no one is bound to perform, till he can know what the *Award* is. <sup>4 Rep. 82. Brovoul. 311.</sup>

A Submission to *Award* may be revoked and countermanded before the *Award* made, where there is no Specialty to abide the *Award* of J. S. &c. <sup>8 Rep. 78. 81.</sup>

Salk. 72.  
Pl. 8.

A Submission was to an *Award* by Bond, and at the End of the Condition of the Bond was this Clause, and if the Obligor shall consent that this Submission shall be made a Rule of Court, that then, &c. Upon Motion to make this Submission a Rule of Court, it was opposed, because these Words do not imply his Consent; but if he would forfeit his Bond, he need not let it be made a Rule of Court; yet because this Clause could be inserted for no other Purpose, the Court took the conditional Words to be a sufficient Indication of Consent and made the Award a Rule of Court.

Salk. 73.  
Pl. 10.  
Farrington, 8.

A Matter was referred, by Consent of *Nisi Prius*, to the three Foremen of the Jury; and before the Award was made, one of the Parties served the Arbitrators with Subpoena out of Chancery, which hindered their Proceedings to make the Award. And the Court held this a Breach of the Rule, and granted an Attachment *Nisi Causa*.

Salk. 73.  
Pl. 11.

Upon a Submission to the Award of the three Foremen of the Jury, who made their Award, the Defendant moved to set it aside; because they went on without giving him Time to be heard, or to produce a Witness; and Holt, Chief Justice, said, the Arbitrators being Judges of the Party's own choosing, the Party shall not come and say, they have not done him Justice; and put the Court to examine it; *Aliter*, where they exceed their Authority; however the Award was examined and confirmed, and the Plaintiff moved for an Attachment for not performing it; and the Court held, that the Non-performance, while the Matter was *sub Judice*, was no Contempt; then the Plaintiff moved for his Costs, and that was denied; upon which Powell, Justice, said, that seeing they could not give the Party any Costs, he should never be for examining into Awards again.

Salk. 73.  
Pl. 12.

H. bound himself in a Bond, to stand to the Award of I. S. which Submission was made a Rule of Court. The Party, for whose Benefit the Award was made, moved the Court for an Attachment for Non-performance, which was granted; pending that, he brought an Action of Debt upon the Bond; upon this Sergeant Darnell moved, that he might not proceed both Ways, and likened it to the Cases, where the Court stays Actions on Attornies Bills, while the Matter is under Reference before the Master: *Sed per Curiam*, the Motion was denied, and this Difference taken; where the Court relieves the Party by Way of Amends in a summary Way, as in the Case cited, there it is reasonable; otherwise here, where the Plaintiff has no Satisfaction upon the Attachment; and the Defendant was put to answer Interrogatories.

Salk. 87.  
Pl. 1.

Attachment lies not, for not performing an Award made upon a Rule of Court without a personal Demand. Holt, Chief Justice, remembered the first Attachment of this Kind was in Sir John Humble's Case in Keyling's Time, in which, and ever since, a personal Demand has been thought necessary. In such Cases of Award, though they be not legally good, an Attachment lies for Non-performance; *Aliter*, if impossible; but the Party is excused as to that Part which is impossible only.

1 Cr. 211. Debt on Obligation to perform an Award, which was, that the Defendant should enjoy a House, of which the Plaintiff was Lessee for Years, during the Term, paying to the Plaintiff 20s. yearly; and for Non-payment of this, the Action was brought; and it was held to lie.

*The Form of an Award made by two Arbitrators on a Submission.*

TO ALL PEOPLE to whom this present Writing indented of Award shall come. We E. F. of &c. and G. H. of, &c. send greeting. Whereas there are several Accounts depending, and divers Controversies and Disputes, have lately arisen between A. B. of &c. of the one Part, and C. D. of, &c. of the other Part, touching and concerning, &c. And whereas for putting an End to the said Differences and Disputes, they the said A. B. and C. D. by their several Bonds or Obligations, bearing Date, &c. are reciprocally bound each to the other, in the penal Sum of, &c. to stand to, abide by, perform, and keep the Award, Order, and final Determination of us, the said E. F. and G. H. Arbitrators, indifferently chosen, between the said Parties, to arbitrate, &c.

[4]



[as in the Bond] so as the said Award be made in Writing, under our Hands and Seals, and ready to be delivered to the Parties in Difference, on or before, &c. next, as by the said in Part recited Bonds or Obligations, with the Conditions thereunder written, may appear. Now, know ye, that we the said Arbitrators, whose Names are hereunto subscribed, and Seals affixed, taking upon us the Burden of the said Award, and having fully examined, and duly considered the Proofs and Allegations of both the said Parties, do, for the settling Amity and Friendship between them, make and publish this our Award, by and between the said Parties, in Manner following; that is to say, *first*, We do award and order, that all Actions, Suits, Quarrels, and Controversies whatsoever had, moved, arisen, or depending between the said Parties, in Law or Equity, for any Manner or Cause whatsoever, touching the said Premises, to the Day of the Date hereof, shall cease and be no farther prosecuted; and that each of the said Parties shall bear and pay his own Costs and Charges, in any wise relating to, or concerning the said Premises; and we do also award and order, that the said A. B. shall pay, or cause to be paid to the said C. D. the Sum of, &c. within the Space of, &c. And further, we do hereby award and order, that the said C. D. shall, on before, &c. pay or cause to be paid to the said A. B. the Sum of, &c. or give sufficient Security for the same to the said A. B. And *lastly*, we do Award and order, that the said A. B. and C. D. on the Receipt of the several Sums of, &c. shall in due Form of Law, execute each to the other of them, or to the other's Use, general Releases, sufficient in Law, for the Releasing, by each to the other of them, his Heirs, Executors, and Administrators, of all Actions, Suits, Arrests, Quarrels, Controversies, and Demands whatsoever, touching or concerning the Premises aforesaid, or any Matter or Thing thereunto relating, from the Beginning of the World to the Day of the Date, &c. [here mention the Date of the Arbitration Bonds] last past. In Witness whereof we have hereunto set our Hands and Seals, the, &c. in the Year, &c.

*An Umpirage, for Want of a Determination by Arbitrators chosen.*

TO ALL, &c. I, I. K. of, &c. send greeting. Whereas there are several Accounts depending, &c. [here go on as in the former Award, until you come to] to stand to, &c. the Award, Order, and final Determination of E. F. of, &c. and G. H. of, &c. Arbitrators indifferently chosen, between the said Parties, to arbitrate, &c. [as in Condition of the Bonds] so as the said Award was made in Writing under the Hands and Seals of the said Arbitrators, and ready to be delivered to the Parties in Difference, on or before, &c. last past; and if the said Arbitrators did not draw up the said Award in Writing, and deliver the same as aforesaid, on or before the said &c. then the said Parties were to stand to, abide, observe, perform, and keep the Award, Umpirage, final End and Judgement of me, the said I. K. Umpire indifferently chosen, between the said Parties, for the composing and ending of Differences aforesaid; so as my said Award, Umpirage, and Determination be made in Writing, under my Hand and Seal, and ready to be delivered to the said Parties, on or before, &c. as by the said in Part recited Bonds or Obligations, with the Conditions thereunder written may appear. And whereas the said E. F. and G. H. did not make up their said Award between the said Parties, within the Time limited by the said in Part recited Bonds or Obligations, as aforesaid; whereby, and on which Account, the compassing, ending, and determining of the said Differences and Matters in Dispute now depends wholly upon me: Now, know ye, that I, the said I. K. having taken upon me, the Business and Charge of the said Award and Umpirage, and being willing to set the said Parties at Peace and Concord, by making a final End of the Controversies between them; and having deliberately, and at large, heard, examined, and duly considered the Grievances, Allegations, Titles, Vouchers, and Evidences of both the said Parties, in Relation to the said Premises in Dispute, do make, publish, and declare, and deliver this my Award or Umpirage, in the Manner following, that is to say, *First*, I arbitrate, award, judge, order, and determine, that, &c. [here insert the several Particulars of the Award] In Witness, &c.

*An Award or Umpirage by a single Person, elected to arbitrate.*

**T**O ALL, &c. I, E. F. of, &c. send greeting, *Whereas, &c.* [*Here go on as in the Award made by two Arbitrators, until you come to, stand to, &c.*] the Award, Order, and final Determination of me the said E. F. indifferently elected and chosen between the said Parties, to arbitrate, &c. [*as in the Conditions of the Bond*] so as my said Award or Umpirage be made in Writing under my Hand and Seal, and ready to be delivered to the said Parties, on or before, &c. as in and by the said in Part recited Bonds, or Obligations, and the Conditions thereof, may appear. *Now, know ye, that I, the said E. F. [here go on as in the last Precedent.] In Witness, &c.*

*The Form of a Submission to an Arbitration, in Order to make it a Rule of Court.*

**B**E it remembered, that A. B. of, &c. and C. D. of, &c. being desirous finally to end and determine divers Controversies, Suits, and Quarrels that have lately arisen between them, did on, &c. agree to submit and refer all the said Controversies, Suits, and Quarrels, to the Award and Determination of E. F. of, &c. and G. H. of, &c. Arbitrators, for that End indifferently chosen, by the said Parties; which said Award is to be made in Writing, under the Hands and Seals of the said Arbitrators, and ready to be delivered to the said Parties, on or before, &c. And the said Parties did mutually promise and oblige themselves, that they would obey, perform, and execute such Award as the said Arbitrators should make in the Premises. Now the said Parties do further agree, that the said Submission shall be made a Rule in his Majesty's Court of, &c. at *Westminster*, and that they will be finally concluded by the Arbitration that shall be made in the Premises by the said Arbitrators, pursuant to such Submission. *Witness, &c.*

I shall add to the preceding Specimens, the Form of a general Release as Part of an Award; and with it close this Chapter.

**N**OW all Men by these Presents, that I A. B. have remised, released, and for ever quit-claimed, and by these Presents, do, for me, my Heirs, Executors, and Administrators, remise, release, and for ever quit-claim, unto C. D. his Heirs, Executors, and Administrators, all, and all Manner of Actions, Cause and Causes of Actions, Bills, Bonds, Writings, Obligations, Debts, Dues, Duties, Accounts, Sum and Sums of Money, Judgements, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, both in Law or Equity, or otherwise howsoever, which against the said C. D. I ever had, now have, and which I, my Heirs, Executors, and Administrators, shall or may have, claim, challenge, or demand, for or by Reason, or Means of any Matter, Cause, or Thing, from the Beginning of the World to the Day of the Date of these Presents. *In Witness whereof, I have hereunto put my Hand and Seal, the*

Day of, &c.

A. B.

Sealed and delivered in the  
Presence of

R. M.

S. E.

Of

## Of Aliens, Naturalization, and Denization.

**A**N ALIEN is one born in a strange Country, out of the Allegiance of the King, being quite contrary to a Denizen or natural Subject; though a Man born out of the Land, provided the place of his Nativity be in any of his Majesty's Dominions beyond Sea, or born of *English* Parents, out of the Obedience of the King, if the Parents at the Time of his Birth were of such Obedience, is no *Alien*.

And if one born out of the King's Obedience, come and reside in *England*, <sup>7 Rep.</sup> his Children, begotten and born here, are not *Aliens*, but *Denizens*.

All Persons, being the King's natural-born Subjects, may inherit, as Heirs, <sup>11 and 12 Will. III. C. 6.</sup> though their Ancestors were *Aliens*.

If an Ambassador, or any other *British* Minister, or Person invested with any publick Character, under a Commission from the King of *Great-Britain*, or of a Commercial Company, enjoying Rights and Privileges under an Act of Parliament, or by Letters Patent from the Crown, have any Children in a foreign Country, by a Wife, who is an *English* Woman, they are by the Common Law natural-born Subjects, and not *Aliens*.

And if an *English* Merchant, residing beyond Sea, marries a Woman of the Country, by whom he has a Child, and then dies, this Child is born a *Denizen*, <sup>Cro. Car. 605. March 91.</sup> and shall be Heir to him, notwithstanding the Wife be an *Alien*.

Those which are born in the *English* Plantations, are Subjects born, as are those likewise born on the King of *England's* Seas. <sup>Dawd. Abr. 324.</sup>

There are two Incidents that are regularly necessary to make one a Subject <sup>7 Rep. 18.</sup> born: *First*, that his Parents, at the Time of his Birth, be under the actual Obedience of the King; or, *Secondly*, that the Place of his Birth be within the King's Dominions.

It is the Place of Birth that makes the Disability of an *Alien* to have Lands, *&c.* <sup>Cro. Jac. 539.</sup> The Blood is not the Disability, but the Place where born.

An *Alien* can hold no Land by Descent or Purchase, or be Tenant by the <sup>5 Rep. 503.</sup> Courtsey, or in Dower.

An *Alien* can have no real or personal Action for or concerning Lands, Tenements, or Hereditaments, to him and his Heirs; albeit he can have no Heir, <sup>1 Inst. 2.</sup> yet he is of Capacity to take a Fee-Simple, but not to *hold*; for the King, upon Office found, shall have it by his Prerogative.

A Devise of Lands to an *Alien* is void. <sup>4 Leon. 82.</sup>

And if a Man be bound to an *Alien* Enemy in an Obligation, the Bond is void to him, but the King will have it. <sup>1 Lew. 19. Dawd. Abr. 322.</sup>

*Aliens* may obtain Goods, and personal Estate, by Trade, &c. and may maintain Actions for the same; they may also have Action of Assault and Battery, and for Support of their Credit. <sup>1 Bull. 134.</sup>

But they cannot bring any real Action, though he may a personal, unless it be <sup>7 Rep.</sup> for a House, for a necessary Habitation, being for the Benefit of Trade.

And an *Alien* Enemy cannot maintain any Action whatsoever, nor get any Terms <sup>de Ley, 36.</sup> lawfully within this Realm.

*Aliens*, living under the Protection of the King, may have the Benefit of a <sup>Hab. 371.</sup> general Pardon.

No *Alien* shall be returned on any Jury, nor be sworn for Trial of Issues between a Subject and Subject, &c. but where an *Alien* is Party in a Cause depending, the Inquest of Jurors are to be half *Denizens*, and half *Aliens*; but in Cases of High Treason this is not allowed.

An *Alien* shall not have any Vote in the Choice of Knights of the Shire, or <sup>Hab. 270.</sup> Burgesses to Parliament.

And all *Aliens* are incapable of being Members of Parliament, enjoying <sup>12 Will. III. C. 2.</sup> public Offices, &c.

If an Action is brought against an *Alien*, and there is a Verdict and Judgement against him, yet he may bring a Writ of Error, and be Plaintiff there, and that such Plea is not good in that Case. <sup>1 Brownl. 42.</sup>

*Goldbar.* fol.  
29. *Mich.* 30  
*Eliz.* C. 5  
Fare. Page's  
Case, fol. 52.

*Moore,* 4.  
*Watson v.*  
*Mabum.*  
*Dyer,* 282.

*Lucas's Rep.*  
62, 94, 120,  
122, 124,  
136.

3 *Cre.* 123.  
*Flound. Com.*  
477.

\* 29 *Affize,*  
30, 31, 32.  
*Affize Tra-*  
*verse,* 32.

13 and 14  
*Car. II. C. 11.*  
S. 10.

14 and 15  
*H. VIII. C. 4.*

*Lord Reym.*  
282.

*Cre. Jac.* 532.  
*Dr. and St.*  
*Di. 1. C. 7.*

*Lit. S. 3.*

1 *Inst.* 10.

*Hul's Hif-*  
*tory of the*  
*Law, C. 11.*

*Grot. de Jure*  
*Belli ac Pac.*  
*Lib. 2. C. 7.*

Though an *Alien* may purchase and take that which he cannot keep or retain, yet the Law hath provided a Mean of Enquiry before he can be divested of the same; for until some Office be found, the Freehold is in him.

And this Office, which is to gain the King a Fee, or Freehold, must be under the Great Seal of England; for a Commission under the Exchequer Seal is not sufficient to entitle the King to the Lands of an *Alien* born, for the Commission is what gives the King a Title, for before that he hath none.

An *Alien* cannot purchase Lands for his own Benefit, but he may for that of the Crown; therefore if Land be devised to an *Alien*, the Crown shall have it; yet if an *Alien*, Tenant in Tail, suffers a common Recovery before Office found, the Recovery is good.

If an *Alien* and a Subject born, purchase Lands to them and their Heirs, they are Joint Tenants, and shall join in Affize, and the Survivor shall hold Place till Office found.

By the finding of this Office, the Party is out of Possession, if the same be of House or Lands, or such Things as do lie in Livery; but of Rents, Common, Advowsons, and other Inheritances incorporeal, which lie in Grant, the *Alien* is not out of Possession, he they Appendant or in Gross; therefore if an Information or an Action be brought for the same, the Party may reverse the Office in that Court where the Action or Information is brought for the King.

And if the King obtains not the Possession within the Year after the Office found, he cannot seize \* without a *Scire Facias*.

An *Alien* Infant, under the Age of twenty-one Years, cannot be a Merchant Trader within this Realm, nor can he enter any Goods in his own Name at the Custom-house.

If an *Englishman* shall go beyond sea, and shall there swear Allegiance to any foreign Prince or State, he shall be esteemed an *Alien*, and shall pay the same Duties as they; but, if he returns and lives in England, he shall be restored to his Liberties.

An *Alien* Enemy commorant here by the King's Licence, and under his Protection, may maintain Debt upon Bond, although he came not with Safe-Conduct.

The eldest Son of an *Alien*, being also an *Alien*, cannot inherit; but the Land shall descend to the younger Brother, if a *Denizen*: As, for Instance, if there be three Brothers, of which the eldest is an *Alien*, the other two naturalized, and the middle Brother purchases, and dies without Issue, the younger Brother shall have the Land.

Concerning the Rule of Descent, a Proximity of Blood is not so much to be regarded as the Municipal Laws of the Country in which the Question ariseth; for the several Laws of divers Kingdoms have variously disposed the Manner of Descents, even in the same Line and Degree of Nearness: For Instance, the Father certainly is as near of Kin to the Son as the Son is to the Father, and is nearer in Proximity than a Brother, and therefore shall be preferred as next of Kin in Administration of the Son's Estate.

According to the Laws of England, the Son's dying without Issue, or Brothers or Sisters, the Father cannot succeed, but it descends to the Uncle.

There are two Kinds of Descent, according to the Common Law of this Realm, viz.

1st, *Lineal*, from the Father, or Grandfather to the Son, or Grandson; and 2dly, *Collateral* or *Transversed*; as from Brother to Sister, Uncle to Nephew, and *converso*: And both these again are of two Sorts.

1st, *Immediate*, as in Lineals, from Father to Son.

2dly, *Mediate*, as in Lineals, from Grandfather to Grandchild; where the Father dying in the Life-time of the Grandfather, is the *Medium Differens* of the Descent; Collateral, as in the Lineal, from Uncle to Nephew, or *converso*.

And this is mediate Descent, or mediate Ancestor, though to many Purposes it may be immediate; for the Father dying in the Life-time of the Grandfather, the Son succeeds in Point of Descent in the Lands immediately to the Grandfather; and in Writ of Entry shall be supposed to be in the Grandfather, and not in the *post & cui*.

This is called a mediate Descent, because the Father is the *Medium* through whom the Son derives his Title to the Grandfather.

In *Immediate* Descents there can be no Impediment, but what arises in the Parties themselves; for Instance, the Father seized of Lands, the Impediment that hinders the Descent must be in the Father or Son, as if either of them be an *Alien*.

In *Mediate* Descents, the Disability of being an *Alien*, in him that is called the *Medius Antecessor*, will disable a Person to take by Descent, though he himself have no such Disability.

In *Lineal* Descents, if the Father be an *Alien*, and hath Issue a *Denizen* born, and die in the Life-time of the Grandfather; the Grandfather dies seized, the Son shall not take, but the Land shall *escheat*.

In *Collateral* Descents, *A.* and *B.* Brothers: *A.* is an *Alien*, and has Issue *C.* a *Denizen* born; *B.* purchases Lands, and dies without Issue; *C.* shall not inherit, because *A.* which was the *Medius Antecessor*, or *Medium Differens*, is incapable. Dyer, 274;  
Gray's Case.

But in any Descents, the Impediment in an Ancestor, who is not *Medius Antecessor*, from whom, and to whom, will not impede the Descent.

As for Instance; the Grandfather and Grandmother, being both *Aliens*, have Issue, the Father, a *Denizen*, who hath Issue the Son, a *natural-born Subject*; the Father purchases Lands, and dies, the Son shall be Heir to the Father, notwithstanding the Disability of the Grandfather, and yet all the Blood that the Father hath is derived from the disabled Parents; for they are not *Medii Antecessores*, between the Father and the Son, but *paramount*. Courtney's  
Case.  
Com. Pleas,  
Coron. Pol.  
141.

The Law does not hinder, but that an *Alien* is of the same Degree and Relation of Consanguinity as *natural-born Subjects*, or *Denizens* born, the Son, the Father, and Brother, though *Aliens*; the Son, Father, and Brother, our Law takes Notice of as well as *natural-born Subjects*; and so it was adjudged; for he shall be preferred in *Administration*, though an *Alien*, as next of Kin. Cro. Car. 8,  
9.  
Garroen's Case.

But in Cases of *Inheritance*, the Law takes no Notice of him, and therefore, as he shall not take by Descent, so he shall not impede the Descent to the younger Brother; as, for Instance, *A.* an *Alien*, *B.* and *C.* naturalized by Act of Parliament, all Brothers; *B.* purchases Lands, and dies, *fine Prole*, without Issue, *C.* shall inherit, and not *A.* 29 Ed. III.  
Tit. Coxen+  
age, 5.

*A.* an *Alien*, *B.* and *C.* his Brothers, both naturalized by Act of Parliament; *B.* purchases Lands, and dies without Issue, the same shall not come to *A.* nor to his Issue, though a *Denizen*, but shall come to *C.* and his Issue; the Law taking no Notice of *A.* as to impede the Succession of *C.* or his Issue, though it work a *consequential Disability*, to bar the Issue of *A.* parallel to what the Law calls Corruption of Blood, which is a Consequent of Attainder. Ramsey's Case,  
15 Car. II.  
in Com. Ban.

Again, in a *Lineal* Descent, if there be a Grandfather, a *natural-born Subject*, the Father of an *Alien*, and the Son a *natural-born Subject*; the Father is made a *Denizen*, yet he shall not inherit the Grandfather; and if the Father dies in the Life of the Grandfather, the Grandchild, though born after the *Denization*, doth not remove either the personal, or the consequential Impediments, or Incapacity of the Father.

In *Collateral* Descents, the Father, a *natural-born Subject*, has Issue two Sons *Aliens*, who are both made *Denizens*; one dies without Issue, the other shall not inherit him. Godfrey and  
Dixon's Case.  
Godb. 275.

*A.* an *Alien*, marries an *English* Woman, who is seized of Lands, and has Issue; the Father and Mother die, yet the Issue may inherit the Mother, *non obstante* the Incapacity of the Father being an *Alien*. Cro. Jac. 539,  
2 R. II's Rep.  
92.

The Statute *de Natis ultra Mare*, declares the Issue, born of an *English* Man upon an *English* Woman, shall be a *Denizen*; and the Construction has been, though an *English* Merchant marries a Foreigner, and has Issue by her born beyond the Seas, that Issue is a *natural-born Subject*. Langbein 285.  
Levinz. 59.  
25 Edw. III.  
Cro. Car. 601.

But if an *English* Woman goes beyond the Sea, and there marries an *Alien*, and has Issue beyond the Sea, that Issue are *Aliens*. Cro. Car. 601.  
Bacon's Cases.

Yet if an *English* Woman marries an *Alien* beyond the Seas, and then comes into *England*, and has Issue, they are not *Aliens*, but may inherit. Prowd's Case  
of Kins.

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12 Car. II.  
C. 18. S. 2.

No *Alien*, or Persons not born within the Allegiance of the King, or naturalized, or made a free *Denizen*, shall exercise the Occupation of a Merchant, or Factor, in any of his Majesty's Plantations or Territories in *Asia*, *Africa*, or *America*, upon Pain of Forfeiture of all his Goods, which are in his Possession, &c.

9 Ann. C. 21.  
S. 53.

All such Persons as shall be born on Board any of the Ships employed about the Trade of the *South-Sea* Company, or in any of the Places which shall be discovered or possessed by the Company, shall be deemed natural-born Subjects.

1 Infl. S. 129.

NATURALIZATION is the making an *Alien* the King's natural Subject by Act of Parliament, whereby he becomes as much a Subject, to all Intents and Purposes, as if he was born so; for by *Naturalization*, a Person's Issue, before the *Naturalization*, shall inherit.

A Stranger, *naturalized* by Act of Parliament, may have Lands by Descent, as Heir at Law, as well as have them by Purchase; but until he is *naturalized*, or made *Denizen*, a Stranger is not generally under the King's Protection, to have the Benefit of the Laws.

7 Jac. I. C. 2.

No Person of the Age of eighteen Years, or above, shall be *naturalized*, unless he have received the Lord's Supper within one Month before any Bill exhibited for that Purpose, and also shall take the Oath of Supremacy and Allegiance in the Parliament-House, before his Bill be twice read; and the Lord Chancellor, if the Bill begin in the Upper House, and the Speaker of the Commons House, if the Bill begin there, shall have Authority during the Session to administer such Oaths.

1 Geo. I. C. 4.  
S. 1.

The Clause in the Act 12 Will. III. Cap. 2. whereby it is enacted, that no Person born out of these Kingdoms, though he be *naturalized*, except such as are born of *English* Parents, should be capable to be of the Privy Council, &c. shall not extend to disabie any Person, who, before his Majesty's Accession to the Crown, was *naturalized*.

S. 2.

No Person shall be *naturalized*, unless in the Bill exhibited for that Purpose there be a Clause to declare, that such Person shall not be enabled to be of the Privy Council, or a Member of either House of Parliament, or enjoy any Office of Trust, or have any Grant from the Crown; and no Bill of *Naturalization* shall be received without such Clause.

4 Geo. I.  
C. 21. S. 1.

Children born out of the Allegiance of the Crown of *Great-Britain*, whose Fathers shall be natural-born Subjects, shall, by Virtue of the Act 7 Ann. Cap. 5. and of this Act, be natural-born Subjects.

S. 2.

Provided that nothing in 7 Ann. Cap. 5. or this Act, shall make any Children, born out of the Liegeance of the Crown, to be natural-born Subjects, whose Fathers, at the Time of the Birth of such Children, were, or shall be attainted of High Treason, either in this Kingdom, or in *Ireland*, or were liable to the Penalties of High Treason or Felony in Case of their returning into this Kingdom or *Ireland*, without Licence of his Majesty; or were, or shall be in the Service of any foreign State, then in Enmity with the Crown of *Great-Britain*.

S. 3.

If any Child, whose Father, at the Time of the Birth of such Child, was attainted of High Treason, or liable to the Penalties of High Treason or Felony in Case of returning without Licence, or was in the Service of any foreign State in Enmity with the Crown, excepting all Children of such Persons who went out of *Ireland* in Pursuance of the Articles of *Limerick*, hath come into *Great-Britain* or *Ireland*, or any other of the Dominions of *Great-Britain*, and hath continued to reside within the Dominions aforesaid for two Years, at any Time between the 16th of *November*, 1708, and the 25th of *March*, 1731, and during such Residence hath professed the Protestant Religion, or hath come into *Great-Britain*, &c. and professed the Protestant Religion, and died within *Great-Britain*, &c. at any Time between the 16th of *November*, 1708, and the 15th of *March*, 1731, or hath continued in the actual Possession or Receipt of the Rents of any Lands in *Great-Britain*, &c. for one Year, at any Time between the said 16th of *November*, 1708, and the 25th of *March*, 1731; or hath, *bona Fide*, sold or settled any Lands in *Great-Britain* or *Ireland*, and any Person claiming Title thereto, under such Sale or Settlement, hath been in actual Possession or Receipt

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of the Rents thereof for six Months, between the said 16th of *November*, 1708, and the 25th of *March*, 1731, every such Child shall be deemed a natural-born Subject of the Crown of *Great-Britain*.

And for the better encouraging foreign Seamen to serve on board *British Ships*, <sup>13 Geo. II. P. 125.</sup> it is further enacted, that every such foreign Seaman who shall, after the first Day of *January*, 1739, have served during the War, on board any *British* Man of War, Merchant-Ship, or Privateer for two Years, shall be deemed a natural-born Subject of *Great-Britain*, and shall enjoy all the Privileges, &c. as an actual Native of *Great-Britain*.

Provided that no Person, thus naturalized, shall be of the Privy Council, a Member of either House of Parliament, or have any Place of Trust, civil or military, or have any Grant of Lands, &c. from the Crown.

ENACTED, that after the 1st Day of *June*, 1740, all Foreigners, who have <sup>P. 167, 169.</sup> inhabited or shall inhabit for seven Years, or more, in any of our *American Colonies*, and shall not be absent from some of the said Colonies more than two Months, at any one Time, during the said seven Years; and shall take and subscribe the Oaths, and make, repeat, and subscribe the Declaration appointed by the Act of 1 *Geo. I.* or, being a *Quaker*, shall make and subscribe the Declaration of Fidelity, and take and affirm the Effect of the Abjuration Oath, appointed by the Act 8 *Geo. I.* and also make and subscribe the Profession of his Christian Belief, appointed by the Act 1 *W. and M.* before any one of the Judges of the Colony, wherein such Persons have inhabited, or shall inhabit, shall be adjudged to be his Majesty's natural-born Subjects of this Kingdom, to all Intents and Purposes, as if they had been really born in the same; that the said Judges shall give the said Oaths, &c. in open Court, between the Hours of Nine and Twelve in the Forenoon, which shall be entered in the same Court, and also in the Secretary's Office of the Colony wherein such Person shall so inhabit; for doing whereof two Shillings shall be paid at such respective Place, under the Penalty of 10*l.* for every Neglect: Every Secretary is also required to make such Entry, in <sup>P. 169.</sup> a Book to be kept for that Purpose in his Office, on Notification by a Judge of the same Colony, under the like Penalty.

All Persons duly qualifying themselves to be naturalized, except *Quakers* or *Jews*, shall receive the Sacrament of the Lord's Supper in some Protestant Congregation in *Great-Britain*, or in some of the *American Colonies*, within three Months next before their taking and subscribing the said Oaths and Declaration; and shall at the Time of taking and subscribing the said Oaths, &c. produce a Certificate, signed by the Person administering the said Sacrament, and attested by two credible Witnesses, whereof an Entry shall be made in the Secretary's Office of the Colony wherein they shall inhabit, as also in the Court where the said Oaths shall be taken, without Fee or Reward.

Whenever a *Jew* presents himself to take the Oaths pursuant to this Act, the <sup>P. 170.</sup> Words, *upon the true Faith of a Christian*, shall be omitted in administering the same; and the taking the said Oaths, without those Words, as the *Jews* were permitted to take the Oath of Abjuration by the Act of 10 *Geo. I.* shall be deemed a sufficient taking according to this Act.

A Certificate, under the Seal of any of the said Colonies, of any Person's having conformed in the several Particulars required by this Act, shall be deemed a sufficient Testimony thereof, and of his being a natural-born Subject of *Great-Britain*, to all Intents and Purposes, in every Court within the King's Dominions.

The Secretary of every respective Colony shall send over to the Commissioners <sup>P. 171.</sup> of Trade at *London*, at the End of every Year, to be computed from the 1st of *June*, 1740, exact Lists of the Names of all Persons who have that Year entitled themselves to the Benefit of this Act, under Penalty of 50*l.* for every Neglect; all which Lists shall be entered in a Book, by the said Commissioners, to be kept at the Office for publick View.

Foreign Protestants who have served in the Royal *American Regiment*, or as <sup>2 Geo. III. C. 25. S. 1.</sup> Engineers in *America* for two Years, and shall take the Oaths, &c. appointed by 1 *Geo. I. C. 13.* and shall produce Certificates of their having received the

Sacrament in some Protestant Church, within six Months of the Time of their taking the Oaths, &c. shall be deemed natural-born Subjects.

Provided that no such naturalized Person shall be of the Privy Council, or a Member of either House of Parliament, or capable of enjoying any Place of Trust in Great-Britain or Ireland, civil or military, or of taking any Grant from the Crown to himself, or any in Trust for him, of any Lands, &c. in Great-Britain or Ireland.

20 Geo. II.  
P. 935, 936.

After reciting the before-mentioned Act, it adds, and as many of the People of the Congregation called the Moravian Brethren, and other foreign Protestants, not Quakers, who scruple the taking of an Oath, are settled in his Majesty's Colonies in America; and demean themselves there as a sober, quiet, and industrious People, and many others of the like Persuasion, are desirous to transport themselves thither; and if the Benefit of the said Act of 13 Geo. II. were extended to them, they who are now there, would thereby be encouraged to continue their Residence, and others would resort thither in greater Numbers; whereby the said Colonies would be improved, their Strength increased, and their Trade extended; It is therefore enacted, that from and after the 25th of December, 1747, all foreign Protestants, who conscientiously scruple the taking of an Oath, and who are born of the Liegance of his Majesty, who have or shall reside for seven Years in any of his Majesty's Colonies in America, and shall not have been absent out of some of them longer than two Months at any one Time during the said Term, and shall qualify themselves, as by the recited Act of 1 W. and M. and 8 Geo. I. is directed, before the Chief or other Judge of the Colony, wherein they respectively have or shall so reside, shall be deemed to be his Majesty's natural born Subjects, to all Intents and Purposes, as if they had been born within this Kingdom; which said Affirmation and Subscription of the said Declarations, the said Chief, or other Judge, is to administer and take, and the same shall be done in every respect, as in the said recited Act of 13 Geo. II. is set forth and directed, and Lists shall be transmitted, &c.

P. 937.

P. 938.

No Person shall be naturalized by Virtue of this Act, unless he shall have received the Sacrament, &c.

The Provisions contained in the Act of 13 Geo. II. &c. shall extend to foreign Protestants, who conscientiously scruple the taking of an Oath, and who shall be qualified as aforesaid.

The said foreign Protestants shall enjoy the Privileges of natural-born Subjects, and all the Benefits of this Act, and the said Act of 13 Geo. II.

No Person who shall become a natural born Subject of this Kingdom by Virtue of this Act, shall be of the Privy Council, &c.

Nothing in this Act, or in the recited Act of 13 Geo. II. shall extend to naturalize any Person who by Virtue of an Act of 4 Geo. II. intituled an Act to explain a Clause in 7 Anne, &c. is declared not to be intitled to the Benefit of the said Act of 7 Anne, but all such Persons shall remain in the same State and Condition to all Intents and Purposes, as they would have been in, if the said recited Act of 13 Geo. II. or this Act had never been made.

1 Inst. 129.

According to Law, no one can be naturalized but by Act of Parliament, and that cures the Defect as if they had been born in England; and Acts of this Nature may be so penned, as to cure Defects in the Father or Ancestor, as well as in the Parties themselves, which it will not do except express Words to that Purpose are inserted.

Dyer. Fol. 224  
Placit. 20.  
Crow ver.  
Ramsey.

Children born of Parents, Subjects within any of the Places or Guards possessed by the King's Army when in an Hostile Manner he forcibly enters the Territories of another Prince or State, shall be deemed natural-born Subjects, and stand in no Need of Naturalization.

Lord Vaughan  
Fol. 301.

It has been conceived, that a Foreigner, being naturalized in Ireland, may clothe him with the Title of a natural-born Subject of that Country, but not qualify him as one of this.

Bratt. Lib. 6.  
Tract. 5.  
C. 25.  
2 Inst. 741.

**DENIZATION** is the enfranchising an Alien: making him a Subject by the King's Letters patent, and he is called *Donation*, because his Legitimation proceeds *ex Donatione Regis*, from the King's Gift. Such a one is enabled in many Respects to do as the King's native Subjects do, to purchase and possess Lands, enjoy

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enjoy any Office or Dignity; and when he is thus enfranchised, he is said to be under the King's Protection, or *esse ad Fidem Regis Angliæ*; before which Time he can possess nothing legally, in England. But notwithstanding this, it is of Naturalization; for a Stranger naturalized may inherit Land by Descent, which a *Denizen* cannot; and in the Charter, whereby a Person is made a *Denizen*, there is commonly contained some Clause that expressly abridges him of that full Benefit which natural Subjects enjoy.

When the King makes a *Denizen* by Letters Patent, he may purchase Lands, and his Issue, *born afterwards*, may inherit them; but those he had before shall not: And though a *Denizen* is enabled to purchase, he cannot inherit the Lands of his Ancestors, but as a Purchaser he may enjoy them; and he may take Lands by Devise.

*Aliens* made *Denizens* are incapable of Offices in the Government, to be Members of Parliament, &c.

It is so high a Prerogative to make *Aliens Denizens*, that the King cannot grant his Power over to any other.

<sup>1</sup> Inst. 8.  
<sup>11</sup> Rep. 67.  
<sup>5</sup> Rep. 52.

<sup>12</sup> W. III.  
C. 2. 1. Geo.  
II. C. 4.  
<sup>7</sup> Rep.  
Wood: Inst.  
23.

### Of Banks and Bankers.

A *BANK* is a public Office for keeping and circulating Money, to be employed in Exchanges, Discounts, Government-Loans, &c. or to be otherwise disposed of for the Profit of the Proprietors.

In other Words, a Bank may be denominated a common Repository, where many Persons agree to keep their Cash, to be always ready at their Call, or subject to their Directions.

The Word *Ban* is derived from the Italian, *Banca* or *Banco*, as those of that Nation used formerly to exercise the Function of Exchangers, or Bankers, in all the Publick Places, or *Bourses* of their trading Cities, seated on Forms with Benches to count their Cash, write their Letters and draw their Bills of Exchange on; and some Authors add, that when any of them had the Misfortune to fail, his Bench was broke, either as a Mark of Infamy, or to put another in its Place, and from this Occurrence they pretend the Word Bankrupt, in French *Banqueroute*, is derived.

And from which Circumstance, we may see that this Business was originally confined to private Persons; but the Advantages arising from it to Commerce being very diffusive and general, several States thought proper to incorporate some of the most considerable of their Subjects for the Purposes of carrying it on with a greater Security to the concerned; whilst other Potentates retain the Protection and Management in their own Hands.

Before we proceed to an Illustration of the Constitutions of the most reputable Banks now existing, in most of the capital Cities of Europe, which will be done according to the Order of Time in which they were instituted; it will be necessary just to mention the different Kinds of Banks, as they differ widely from each other in their Principles and Practice.

Some are instituted wholly on the publick Account, and put under the Direction of the Magistrates, who are obliged to take such Care of the Management, that the Money or Bullion deposited therein, shall always be kept for the Use of the Proprietors, and shall never be let out for Profit or Advantage; of this Kind is the famous Bank of *Amsterdam*, which is administered with so great a Strictness and Fidelity, that it is said, a Magistrate, who was one of the Directors of it, was sentenced to Death, for making Use of a Sum of Money but for one Day, though he paid it in the next. Wherefore, from an Opinion the Proprietors entertain of the Equity of its Administration, they judge themselves so secure that their Money lies always ready to answer their Demands, that they seldom draw out large Sums, but make their mutual Payments by transferring the Sums from one Man's Account to another's; and from this great Ease and Convenience it is come to pass, that Payments made by Assignments on this Bank are valued at from 3 to 5 and 6 per Cent. above the Payment of

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Money, which Difference between the Bank and current Money is called the *Agio*.

A second Sort of Banks is such as consist of a Company of monied Men, who being duly established and incorporated by the Laws of their Country, agree to deposit a considerable Fund or joint Stock, to be employed for the Profit and Advantage of the whole Society, in all those Ways which are compatible with the Nature of such an Undertaking; as borrowing upon their own Credit; and lending Money upon good Securities; buying and selling Bullion, Gold and Silver, and foreign Specie; discounting of Bills of Exchange, or other secure Debts; receiving and paying the Cash of other Persons; and of this Kind is the Bank of *England*.

A third Sort is the Banks of private Men, of which we shall treat distinctly in a separate Chapter.

As to the first Kind, it is certain, that nothing can be so infallibly safe, as where the Value is kept always ready in Specie; and here also the Ease and Security of Traders are effectually provided for, in the Receipts and Payments of their Money; but yet this Kind of Bank is so much the less useful to the Publick, as it can neither be helpful to Government on Emergencies, nor to Traders, in accommodating them with Money.

The Security of the second Kind consists in the certain Knowledge of its Fund or Stock, the Solidity of its Institution, and the incorruptible Fidelity of its Management; wherein it is always the Interest of the concerned to give the Publick the utmost Satisfaction: And in this Respect the Bank of *England* must be secure beyond all Apprehension to the contrary, as well on Account of the great Sums they have lent to Government, upon the Faith of the *British* Parliament, which is sufficient always to keep them above all Suspicion of Failure, as from the known skilful and profitable Management of those who have been successively concerned in the Direction. Besides, as an incorporated Body, they are not, like private Men, subject to Death. And as this Kind of Bank has all the Conveniences of the former, it has also this beyond it, that its Capacity of lending Money is an invaluable Accommodation to the Community, since it will always have a Tendency to keeping the Interest of Money Low, and be an effectual and permanent Check to *Usury*, which is the greatest Bane to Trade and Navigation.

#### *Of the Bank of GENOA.*

THE most considerable corporate Body in the Republick of *Genoa*, is that which is called *St. George's Bank*, the most ancient Establishment of the Kind in *Europe*, though the Date of its Institution is not certainly known: But we may be assured it is of much greater Antiquity than that of *Venice*, the Republick of *Genoa* being founded *A. D.* 950. The Fund was constituted from such Branches of the publick Revenue as were set apart by the Government, and such Sums as should be borrowed during the Exigencies of the Commonwealth; which Fund hath never been violated, under the greatest Troubles and Perplexities of the State. The Administration of this Bank being for Life, and partly in the Hands of the Citizens, gives this Body a great Authority in the State, and a powerful Influence over the People. This Bank is generally considered as a great Load to the State, and as a Kind of Inferior Senate, which breaks the Uniformity of their Aristocratic Government. The People however, receive no small Advantage from it, both as it is a Check to their Aristocracy, and distributes the Power among more private Members of the Republick; and while the State kept itself clear of the Quarrels of the great belligerent Powers of *Europe*, this Bank maintained a Circulation for the Support of publick Credit and Commerce; but having unhappily taken Part in their Wars in the last and the present Century, they exhausted their publick Treasure, their Commerce declined, and with it their publick Credit, and the Reputation of *St. George's Bank*, which will never recover its original Importance.

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*Of the Bank of VENICE.*

THIS is commonly called *Banco del Geró*, on Account of the continual Rotation of its Cash, and is properly a Receptacle, or Office, for publick Deposits, or a general and perpetual Cash currency for all Merchants and Traders.

It was established by a solemn Edict of the Republick, which ordains, that all Payments, as well of large Purchases, as Bills of Exchange, shall be only made in Bank; and that all Debtors and Creditors shall be obliged to pay and receive their Money there, which is effected by a single Transfer from the Accounts of the one to that of the other; so that the Credit and Debit only change Names, without any real or effective Money being paid.

However, Payments are sometimes made in Cash, particularly for the Retail Business; or when Strangers insist on Ready Money, or some Persons are better pleased to have their Funds in their own keeping; and the Necessity of sometimes making these effective Payments, was the Occasion of opening a Ready-Money Office, for those who required it; and it has been experienced, that this Current Cash has not caused any sensible Diminution in the Funds of the Bank; but, on the Contrary, the Liberty of withdrawing the Money at the Proprietor's Pleasure, has rather increased than lessened them.

By this Means the Republick, without restraining the Liberty of Trade, and without paying any Interest, makes herself Mistress of five Millions of Ducats, at which the Funds of this Bank are fixed, and at the same Time supplies the Necessities of State, without being obliged to have Recourse to extraordinary Impositions; and the good Order always observed in the Bank's Administration, for which the Republick is Security, has rendered its Establishment so solid, that there is Room to judge it will last as long as the Government itself.

In this Bank the Writings are kept, in *Liras, Soldi, and Denari de Groffi*, of which one *Lira* is worth ten *Ducats de Banco*, or two hundred and forty *Groffi*, the Ducat being composed of twenty-four *Groffi*.

The Money of Exchange, is always understood to be Bank Ducats, which are imaginary, and a Hundred of these make a Hundred and twenty Ducats current, so that the Difference between Bank and Current Ducats is twenty *per Cent.* the Brokers being prohibited to negotiate at a higher Price.

The Bank is shut up four Times a Year, *viz.* the 20th of *March*, 20th of *June*, 20th of *September*, and the 20th of *December*; and it remains shut each Time for the Space of twenty Days: However, this does not prevent their Negotiations, as well in Ready-Money as Bank, to be wrote off at its Opening.

The Bank is likewise shut upon extraordinary Occasions, *viz.* eight or ten Days at the Carnival, and as long for Passion Week; it is likewise shut every *Friday*, when there is no Holiday, to make their Balance.

The Bills of Exchange drawn for the Fairs, or otherwise, must all be payable in Bank, and a Seller cannot refuse Payment of his Goods in the same Manner, except by an Agreement to the contrary.

Bills of Exchange here have six Days Grace, and in Default of Payment, the Protest must be made on the sixth Day, otherwise the Holder stands to the Damage; but from the Moment the Bank is shut, a Debtor cannot be forced to the Payment of Bills, neither in Ready-Money nor otherwise, nor can be protested against for it, till on the sixth Day after the Bank opens, except when there is a Failure, in which Case every one may use their Diligencies, provided their Bills are fallen due.

*Of the Bank of AMSTERDAM.*

THIS Bank, formerly supposed to be the most considerable and richest in *Europe*, was established on the 31st of *January*, 1609, by the Authority of the States General, under the Direction of the Burgomasters of this City, who are Security for the same, and constituted themselves perpetual Cashiers for its Inhabitants,

tants, to whom it is of the greatest Conveniency and Service, as Millions may be paid in a Day, by the simple Assignations of a Draught on it, without the Intervention of any real Cash.

The Funds of this Bank are related to be so great as is hardly credible, many Authors quoting their Value to be, at least, that of three thousand Tons of Gold, and these rated at a Hundred Thousand Guilders per Ton, make, at only thirty-five Schillings per Pound Sterling, the prodigious Sum of 58,571,406*l.* but as this Value is unascertained, I shall give Sir *William Temple's* Opinion of it instead of my own, who speaking of this Bank, in his Remarks on the State of the United Provinces, says, "In the City of *Amsterdam* is the Bank, "so celebrated in all the World, on Account of the Greatness of its Treasure, which exceeds that of all others hitherto known, real or imaginary: The "Place where it is lodged is a great Vault under the Town-House, provided with Doors, Locks, and every other Security necessary for its Safety "and Preservation; and it is certain, that when any one goes to see the Bank, "he will find there a very great Treasure in Bars and Ingots of Silver, in Plate, "and an incredible Quantity of Sacks full of Metal, said to be Gold and "Silver, as I believe, in effect they are; though as there are none but the "Burgomasters who have any Direction in this Bank, and as there is no one "who keeps any Account of what is brought in or carried out at different "Times, it is impossible to know, or even guess with any Exactness, the Proportion there is between the real and imaginary Treasure of it; as it does not "solely consist in the effective Gold and Silver, but also in the Credit of the "City, and of the State, of which the Funds and Revenues are as great as "that of some Kingdoms, and it is obliged to be answerable for all the Money "brought in: The greatest Payments made between the Merchants of this "City, are in Bank Bills, so that it may be said, that this Bank is properly "the general Chest, in which every one incloses his Money, because they deem "it there to be in greater Security, both for paying and receiving, than if "they had it in their own Coffers; and the Bank is so far from being obliged "to pay an Interest on the Money deposited in it, that what is there is worth "more than the current Money, in which small Payments are handily made, "because it neither admits nor receives any Cash, but of the best and most "valuable Species, and those that are most current, as well in *Germany* as in the "Low Countries."

By its Establishment, it is ordained, that the Payment of Bills of Exchange, and wholesale Goods, shall be only in Bank, except the Sum be under three hundred Guilders, and nothing less than this can be wrote into Bank, without paying six Stivers, except it be by the *East and West India Companies*, who are exempt from this Duty, and may write in what small Sums they please, so that the Debtor is obliged to carry his Money in there, and the Creditor from thence to receive it.

The Payments are made by a simple Transfer, or Assignment of one to the other, so that he that was Creditor on the Bank Books before, becomes Debtor from the Moment he has assigned any Sum to another, who is wrote down as Creditor in his Room.

Although the Bank of *Amsterdam* has no Account of current Cash open like that of *Venice*, this does not hinder, notwithstanding its Regulation, but that it sometimes makes Payments in Ready-Money; and there are particular Cashiers without the Bank, who make the Payments for an Eighth *per Cent.* that is to say, two Stivers and a half for a hundred Guilders.

This Contravention is tolerated as beneficial to Trade, forasmuch as sometimes one is obliged to make a Payment in effective Money, more especially in retail Affairs; and it often happens that some Persons are better pleased to have their Cash ready for Use elsewhere, than in the publick Bank, either for Negotiations or to pay Bills of Exchange, when their Express Tenor is to be paid not in Bank, but in ready current Money.

It is by this Bank, that the City of *Amsterdam* is supported in so much Splendor and Magnificence, and without interrupting Commerce, possesses the greatest Part of the Cash of its inhabitants, who are not less rich for having their

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their Fortunes in the Bank, as these they may convert into Ready-Money whenever they please, and again bring them into Bank when it shall be agreeable.

And to carry on this Sort of Business or Exchange, an Application need only be made to certain Merchants, or particular Cashiers, who are commonly to be met with between ten and eleven o'clock at the *Dam*, or before the Town-House or Bank with whom the Negotiation may be adjusted for an *Agio*, which they endeavour to effect on the highest Terms when they are Sellers, and on the lowest they possibly can when they buy.

The Difference between buying and selling, is ordinarily from a Sixteenth to an Eighth *per Cent.* and the *Agio* varies from three to six *per Cent.* sometimes more, and at other Times less, according to the Difference in Exchange or the Scarceness of the Specie.

When a Payment is made in *Ducatoons*, or *Rixdollars*, and not in a small Kind of Money, less is given for the *Agio*, because the large Coins are received at the Bank.

These money Negotiations are likewise made at the *Bourse*, or at Home, between Merchant and Merchant, with or without the Intervention of Brokers, who have one *per Mil.* for their Pains, paid equally between the Buyer and Seller.

To have an Account opened for a Person in the Bank, he must pay ten Guilders for once only.

The Bank only receives Ducats of Gold, Ducatoons, Rixdollars, old Louis-d'ors, and other such-like Species, and they have reduced the Ducatoons to sixty Stivers instead of sixty-three, as they passed in ready or current Money; the Rixdollar to be forty-eight from fifty, and other Sorts of Coins in Proportion.

The Bank never engages for the Specie it receives, but on the Footing of five *per Cent.* under their common Value in current Money, *viz.* the Ducatoon at the Value just now mentioned, which is the true Original of the *Agio*, and which consequently must be five *per Cent.*

Ingots of Gold, and Bars of Silver are likewise deposited there, of which the Price is regulated according to their Value after the Assay, which is made by the City Assayer, and all Sorts of Money, and Species of Gold and Silver are also deposited, and principally Dollars, for which the Bank gives its Receipts, called *Receipts of Mexican Dollars*, and which are commonly negotiated at Change.

Those who have Cash in Bank may draw it out whenever they please, on paying a Sixteenth *per Cent.* for the Care of it; and if at the Time of taking it out, the *Agio* should be under five *per Cent.* the Treasurer will pay the Difference, forasmuch as that when it was received, there was charged on it the five *per Cent.*

The Books of the Bank are kept in Guilders, Stivers, and Pennings, of which twenty Stivers make a Guilder, and sixteen Pennings or Deniers a Stiver.

Any one drawing on the Bank more than he has there, incurs a Penalty of three *per Cent.* on the Sum he overdraws.

The Bank is shut up twice a Year, *viz.* in *January* or *February*, and in *July* or *August*, and remains so eight, ten, or fifteen Days, during which Time the Books are balancing.

It is shut up besides, on the Feasts of *Easter*, the *Ascension*, and *Christmas*, and on Fast Days, and about the 22d of *September*, when the Fair begins.

If the six of Days Grace, which are allowed on Bills of Exchange, happen to expire whilst the Bank is shut, the Bearer of them is in Time to protest them, in Case of Non-payment, the second or third Day after its Opening.

When any one who has an open Account with the Bank, happens to die, his Heirs must prove by a good title, the Right they have to demand the passing the Sums to their Credit, which were due to the deceased.

Whenever any Difference happens between Merchants and Tradesmen about the Bank, it shall be summarily settled by the Commissioners named for this Purpose by the Magistracy of *Amsterdam*.

There are some certain Days in the Year, when the Money may be disposed of the very Moment it is brought in, which is often improved by vain and designing Men, who, without having a Farthing Property in that Fund, get large Sums credited on their Account, though the Debtor Side Cancels them immediately, yet by this Game they either flatter their Pride or advance their Credit, as the Debit Sponge is not seen by many.

The Bank makes no negotiable Bills, but, as before-mentioned, gives Receipts for Effects deposited, which may be sold; for Example, a Person having one Thousand Louis d'ors of the Sun, which are commonly from Guild. 11 8/ to 11 14/ current Money, and wanting ready Cash, endeavours to sell his Gold, for which he is only offered Guild. 11 8/ but resolving not to sell at this low Price, in Hopes of a speedy Rise, he carries them to the Bank, which takes them on the Footing of Guild. 10 14/ each, making Guild. 10,700 Bank Money, which he may dispose of at an half *per Cent.* less than he must allow for six Month's Care of it, as customary; and if during that Time, the Louis are in Demand, he withdraws them, or sells his Receipt, as he thinks proper: But if on the contrary they still keep low, though with an Appearance of soon rising, he carries his Receipt to the Bank, where they debit his Account in the proper Office, Guild. 53: 10/ for the half *per Cent.* mentioned in the Receipt, and on these Terms he may prolong the Deposit to the Time it suits him to withdraw it, paying every six Months the aforesaid Sum; and this is the only Case in which the Bank gives Receipts that are negotiable; and if the aforesaid one is sold, the Buyer, before he can make Use of its Value, must restore to the Bank the 10,700 Guild. advanced, and the half *per Cent.*

No Seizure can be made of Money in the Bank, and whenever a Sum is to be entered, in which there is Pennings, it is never wrote in with more nor less than 8, so that if there be 7, 9, 10, 11, or 12, 8 only are inserted; but if there be above 12, then there is wrote in a Stiver.

There were formerly only four Book-keepers in the said Bank, and as many Comptrollers, but since, some have been added, and every one in their Turn, receives the Notes that have been entered in the Books, to distribute to others according to their Number; for Example, the first Book contains four or five Hundred Leaves, and the four Books only make an End of the Year, and are put on the Archives after balancing.

If a Man wants to know what has been wrote in on his Account, he must go to the Bank between seven and eight in the Morning, and if he lets this Time relapse, he must pay two Stivers, and if he delays it till after nine, he must pay six Stivers.

The Officers of the Bank are paid by the City, and all that is received for correcting Accounts, Retardation of Hours, and Forfeits, is for the Poor, as the Fractions of the Stiver are for the Comptrollers.

After opening the Bank from the Time of balancing, all those who have open Accounts ought to make a Note of what remains due to them, and therein they should mark the Folio of the Bank Book, in which their Account is, how many Sums they have got written, if any, since the preceding Account, their Name and Surname, and then ask the Commissioners who have the Page of their Account, whether that Remainder or Balance agrees with the Bank Books, which he tells them, and also whether the Folio is continued or changed; if the Sum disagree, he also informs them of it, and in this Case, he must make an Extract of the Bank Account as it stands in your Book, to examine it, and see from whence the Error or Difference of the Sums proceeds, for which Verification twelve Stivers are generally paid, a little more or less: The Account being thus examined, they return it when asked for, and if they find it does not agree with that stated in the Bank Book, on finding the Mistakes, they note them, if otherwise, they put at the Foot of the said Account, *seen*, or else, *agrees with Book-keepers*, and afterwards they put the Name and Surname of him to whom it belongs, with the exact Balance, deducting one Stiver for every Sum, which he has written to the Credit of his new Account, which he ought to note conformably in his own Books. This Verification is made twice a Year, under Penalty of twenty-five Guilders

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Guilders Mult; and although it has not been possible to examine the Account which they have in Bank, they may however, at the opening of it, get the Sums wrote to the Bearers of Bills of Exchange, and for Merchandizes bought of the *India Companies*, provided that it be entered as some Part, and if they have got too much wrote, they will be subject to the Fine of three *per Cent.* as aforesaid; but this Privilege is only for that Day; for in Regard of other Days, if you are sure that you have Cash wrote on to the Credit of your Account, it may be disposed of the same Day, and wrote off to another and another.

When Traders or Merchants, who have Accounts with the Bank, cannot go themselves to get them examined as aforesaid, they may send some other in their Room, with a Power, made in the same Manner as is before directed, for those Persons carrying the Notes to be wrote on.

When a Person's Bank Account is full, and the Book-keepers are obliged to open another, from the Time of his being advertised thereof, he ought to take Care to go to see whether the Articles agree, as he does at the opening of the Bank.

The Book-keepers send daily to those who desire it, a Note of the Sums that have been wrote in to their Credit; and for which they are paid six, eight, or ten Ducatoons *per Ann.* from each Merchant or Banker, who has this Advice given him, which is divided among the said Book-keepers, after deducting the Expence of a Servant they keep for this Purpose.

The Bank observes the following Rules, which it is necessary for those who keep Cash there to be apprized of.

1st. No one can dispose of his Money paid in till the next Day, except he pays half *per Cent.* upon the Sum he desires to draw out the same Day; for Example, If I have got wrote in 6000 Guilders, and have a Mind to draw out 4000 of them, the same Day, my Note will not pass, neither then, the subsequent Day, nor afterwards, till I have paid twenty Guilders for the said half *per Cent.*

2dly. There are, however, commonly three Days in the Year, as has been just hinted before, on which the Money may be disposed of that is brought in the same Day; *viz.* the second Day after opening the Bank, when it has been shut for balancing; and at the Feast of Pentecost.

3dly. If any more is disposed of than is in Bank, the Penalty of three *per Cent.* and the Overdraft must be paid before any Note.

4thly. As the Bank shuts up twice a Year, all who have Accounts open must balance with it, in six Weeks after opening, on Penalty of twenty-five Guilders.

5thly. When an Account is once opened in the Bank, whatever enters to its Credit costs nothing; and formerly only a Stiver was charged for every Sum that went out, or was paid to another; but as Business was considerably augmented in the Year 1714, and occasioned a great Number of Clerks to be added to the Bank, for the Dispatch of the Notes, brought in to be wrote, it was ordained, that instead of one Stiver, two should be paid from the first of *February*, 1715, which has continued ever since, and is always charged the first Article in a new Account.

When it happens that, through Mistake or Forgetfulness, a Man writes off a Sum to one he is not indebted to, instead of to him he is owing to, although he immediately gives Advice of the Error, and that the Sum is not yet entered in the Bank Books, he cannot withdraw his Note from the Bank by acknowledging he was mistaken, not even though he carries the Person with him in whose Favour the Note is wrote, to declare that the Drawer does not owe him any Thing, the Book-keepers will say that he must pay, as it is wrote in the Books, and that, if he has made a Mistake, the Person in whose Favour the Error was committed, has only to return it the next Day, wrote in on the Account.

All those who have any Thing to write in Bank, are obliged to carry their Notes themselves, in the same Manner as those who have Accounts are to go, and demand the Balance; or if they will save themselves the Trouble, they must empower one of their Counting-house to act for them, which will authorize



their doing the one and the other; this Procuration, as has been observed before, costs thirty-two Stivers, which is paid for down, and must be renewed at the End of a Year and six Weeks; and if it should happen, that a Man is obliged to make a pretty long Voyage, and has given an authenticated Procuration to his Wife, or some other Person, to make all Sorts of Payments, without having left a proportional Number of Bank Notes, signed in Blank, to the Sum he imagines he may have to pay during his Voyage, if the Person to whom he has given the said Power, signs the Bank Notes, without having the Letter of Attorney registered there, none of them will pass; and in this Case, the Person so authorized must carry and leave an authentick Copy of his Power at the Bank, and that he signs all the Notes with his Name, adding, by Procuration of such a one; and the noting the said Power costs fifty Stivers, which is paid out of Hand.

The Time of writing in Bank, is from seven or eight in the Morning to eleven, but after eleven to three, every Note carried in, will cost six Stivers, and after three, none are admitted.

When a Man who has an Account with the Bank is ill, and unable to sign his Draughts, or to go there to sign a Power, the Person who transacts his Affairs ought to inform the Bank of his Disorder, and Incapacity to attend there, for either of these Purposes, though he is desirous of paying what he owes; in which Case, a Declaration drawn out by a Notary, and signed by the Physician, and one or two of his nearest Neighbours or Relations, should be carried to the Bank, which on Receipt of it, sends a Servant to see in what Condition the sick Person is, and if he finds him really as is declared, his Agent is authorized to sign the Draught, in the same Manner as if he had signed the Letter of Attorney at the Bank; but if the Infirm is in a Condition to sign, he that is impowered may request the Book-keepers to draw out a Procuration for that Purpose, and to send it with him to be signed, which they do, accompanied by a Servant of the Bank, who carries the Book of Procurations with him to the sick Man, who signs that drawn out for him in the Book, in the Presence of the Bearer, and from the Time that a Power is thus executed, he that it is made to, may sign and carry the Notes to the Bank, although he has not yet got the Extract of the Power, which oftentimes is not delivered in eight or ten Days; but when once the Bank has delivered it, he is obliged always to shew it when he carries the Draught there, or demands a Balance; if the sick Man dies after executing the Power, and before it is delivered to him in whose Favour it is made, it will not be delivered to him at all, because the Person being dead, his Procuration is of no Effect.

When any one who has an Account in the Bank is dead, after having made a Will, his Heirs, or the Guardians he has appointed, must carry to the Bank an authenticated Copy of the said Will, paying fifty Stivers down for noting it; at the same Time they desire to know the Balance of the Deceased's Accounts, to see whether that of his Books corresponds with the Bank, and they may have the Balance transported to a fresh Account, either in the Name of the Widow, Heirs, their Guardians, or the Executors, without its costing them the ten Guilders, which is always paid for opening a new one.

But if one who keeps Cash at the Bank dies intestate, those who pretend to be his Heirs, or meddle with the Succession, must first be authorized by the proper Judges, and bring a Copy of the Sentence to the Bank, before they will be permitted to dispose of the Deceased's Balance.

The Agio has been always fluctuating, ever since the Bank's Establishment, though not in so great a Degree of late Years as formerly; in the Year 1693, it was up to twelve and thirteen *per Cent.* on Account of the bad Schillings of six Stivers which were reduced to five and a half; and at the Beginning of the Month of April, in that Year, after the Diminution, it returned to two and a half, and as high as six *per Cent.* it afterwards fell and rose till the Year 1703, when it was down to one and a half and two *per Cent.* but since then it has got up again, and commonly passes now from four to five *per Cent.*

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During the Height of the War between *France* and the *United Provinces*, in the Year 1672, many who had Cash in the Bank were eager to withdraw it, believing that if the *French King*, already Master of *Utrecht*, should become so of *Amsterdam*, they would lose it all; and this Money was refused to none: But some impatient ones, imagining that the Funds would not be sufficient to pay such a great Number of Creditors, found People who salved or cured this imaginary Ill, by giving them ready Money for four or five *per Cent.* Loss, which occasioned the Bank Money to become on a Par with the current, and even under; but Affairs were afterwards settled in the Manner as at present.

I have already mentioned that the Bank's receiving none but the finest Coin, and these at about five *per Cent.* under their current Value, is the Occasion of the *Agio*, or more properly the *Agio* itself; and as this Difference is readily to be found by *Practise*, or the common *Rule of Three*, I judge my enlarging thereon would only be superfluous.

#### *Of the Bank of ROTTERDAM.*

THIS Bank is not so considerable as that of *Amsterdam*, of which we have been speaking, though the Difference in its Government is very little. It was established the 18th of *April*, 1635, and keeps Accounts with those Merchants who chuse it, both in Bank and current Money; the first to pay all foreign Bills, which are in Bank Money, and the second for the Discharge of Negotiations made at *Rotterdam* on foreign Parts, which are always in current Money.

The Bank daily regulates the *Agio* on its Cash, which is constantly fixed to a Pillar of the Bourse, that every one may know it; and as the rest of its Regulations are similar to the last Bank treated of, I shall not detain the Reader longer upon this.

#### *Of the Bank of HAMBURGH.*

ALTHOUGH the Funds of this Bank are not near so considerable as those of that of *Amsterdam*, the Integrity and Exactness with which every thing is managed has given it a great Reputation over all *Europe*, and more particularly in the *North*.

The Citizens and Corporation are the Sureties for this Bank, in which the Senate has no Inspection; and the Directors, being four in Number, are chose by Plurality of Votes from among the principal of the Freemen.

Their Duty is to see that the Regulations be punctually observed, and to furnish the Cashiers with Money when any Payments are to be made, which however is done without touching the Treasure, the Directors taking Care to provide it from other Funds.

In regard to the Capital of this Treasure, it is supposed to be very considerable; but as the Book-keepers take an Oath not to disclose the Entries and Extracts of the Bank, nor what each Particular deposits, it is very difficult to conclude any thing with Certainty; and this Obligation to Secrecy hinders a Creditor from knowing what any one has in the Bank, so that no Seizure can be made there.

The Book-keepers, who, like the Directors, are four in Number, are obligated to give the Comptrollers two Balances weekly; and none but Citizens are permitted to have an Account in the Bank, and from such only it will receive any Cash by way of Deposit, without any Interest; and it is by these Notes on the Bank that they have the Conveniency of paying their Bills of Exchange, and for the Purchase of many Sorts of Merchandize, by only making a Transfer of their Value.

Nothing less than an hundred Mark Lubs can be wrote into Bank, and two Schillings are paid for every Sum not exceeding three hundred Marks; but whatever is above this may be wrote in *gratis*.

There are certain Hours in the Day appointed for writing into Bank, *viz.* from Seven to Ten in the Morning; but if any one has a Mind to write in from Ten to One, and from Three to Five in the Afternoon, he may do it by paying two

two Schillings for each Sum; and it is also in the same Morning Hours that a Person may inform himself, whether the Sums due to him have been entered, which he may also do from Ten to One, on paying two Schillings Lubs to the Book-keeper; to avoid which, there are many Merchants who agree with the Bank for a yearly Stipend, to have the Liberty of writing into the Bank at any Hour they please from Seven to One, which is commonly from twenty to forty Mark Lubs, according to the Extent of the Merchant's Business, and the Quantity of Affairs he has to transact.

When any one has a Mind to open an Account with the Bank, he must pay fifty Rixdollars of three Marks, or forty-eight Schillings Lubs.

The Bank is shut every Year from the last of *December* to the fifteenth of *January* following, and the Species that are commonly received in it are Rixdollars, with their Parts of Halves, Quarters, and Eights, which are generally worth an Eighth, often a Quarter, and even sometimes a Half *per Cent.* more than the Money which is wrote by Notes into Bank; that is, if there is a Want of Rixdollars in Specie, an Eighth, Quarter, and as far as a Half, must be wrote into Bank more than the Money received; but on the contrary, if one has Cash in Specie to put in, the Bank only makes good an Eighth, and sometimes a Quarter *per Cent.* Benefit.

The Bank-Books and Writings are kept in Marks, Schillings, and Deniers Lubs; and it is to be observed, that the Fractions are never wrote under one Schilling or six Deniers.

Those who have Effects in Jewels, precious Stones, Silver, &c. and want to raise Money on them, may carry them to the Bank, where they are exactly inventoried, a Loan is advanced at a very moderate Interest, and they remain deposited as a Security for the Payment of Principal and Interest in six Months, which, if not complied with, the Things are sold at the Bar of the Bank to the highest Bidder, after having advertised the Day of their Sale and Delivery.

#### Of the BANK of ENGLAND.

WHEN we consider the vast Extent, great Variety, and national Importance of the Business of the BANK OF ENGLAND; the Solidity, Permanency, and Universality of its domestic and foreign Credit; the known Magnitude of its Capital; the reputed Stores of Wealth in Gold and Silver Specie, and Bullion, deposited within its Walls; and the discreet Administration of the Whole; we may boldly affirm, that no Bank of any other Nation in the known World, can be placed in Competition with this noble Institution.

It was originally founded on a Charter granted by *William III.* of glorious and immortal Memory; was ingrafted into the restored Constitution of our Country by an Act of Parliament, passed in the 5th Year of the Reign of that illustrious Monarch and his good Queen *Mary*, and improved and extended by divers subsequent Acts of the Legislature. The Substance of which Acts, in order that all the Powers, Rights, and Privileges vested in the Corporate Body, and all the Business transacted by, or to be transacted with the Company, may be clearly understood—is given correctly in this, and the following Pages.

5 and 6 Will.  
and Mar.  
C. 20. S. 17.

Every Year, beginning from the 1st of *June*, 1694, the Sum of 140,000*l.* out of Monies to arise by Duties of Tonnage, since expired, and by an Excise on Beer, &c. hereby granted, being a Moiety of the Rates granted by 2 Will. and Mary, St. 2. Cap. 10. shall be a yearly Fund for the Annuities in the Act mentioned, and for the Purposes hereafter expressed, and any Deficiencies to be supplied out of the unappropriated Revenues.

S. 18. For raising 1,200,000*l.* Part of 1,500,000*l.* granted by the Act, the yearly Sum of 140,000*l.* shall be kept apart in the Receipt of Exchequer, and paid as in the Act is directed.

S. 19. Their Majesties, by Commission under the Great Seal, may appoint Persons to take Subscriptions on or before the first Day of *August*, 1694, by any Persons, Natives or Foreigners, &c. for raising and paying into the Receipt of the Exchequer 1,200,000*l.* Part of the Sum of 1,500,000*l.* and the yearly Sum of 100,000*l.* Part of the said yearly Sum of 140,000*l.* shall be applied to the Use of

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of such Persons, as shall make such Subscriptions and Payments in the Proportion hereafter mentioned, *viz.* each weekly Payment shall, by the Auditor of the Receipt, be divided into five-seventh Parts, and two-seventh Parts, which five-seventh Parts are appropriated towards the Payment of the said yearly Sum of 100,000*l.* and shall be paid to the Contributors, raising the Sum of 1,200,000*l.*

Their Majesties, by Letters Patent, may appoint in what Manner the said Sum of 1,200,000*l.* and the said yearly Sum of 100,000*l.* or any Part thereof, may be transferred to such Persons as shall accept of the same, and incorporate such Subscribers, to be one Body Corporate, by the Name of *The Governor and Company of the Bank of England*, and they shall be capable to purchase and retain Lands, &c.

The Commissioners of the Treasury, &c. are required, without further Warrant, to direct their Warrants yearly, for the Payment of the said 100,000*l.* to the Contributors of the said 1,200,000*l.* and the Auditor of Receipt of the Exchequer, and all other Officers of the Exchequer, are enjoined to issue the said Monies without Fee, and under the Penalties inflicted upon any Officer for diverting any Money appropriated by this Act.

The Corporation so to be made, shall not borrow, under their Common Seal, any further Sum than 1,200,000*l.* so that they shall not, at any one Time, owe more, unless by Act of Parliament, upon Funds agreed in Parliament; and if any more shall be borrowed under the Common Seal, every Member of the said Corporation shall, in their private Capacities, be liable in Proportion to their several Shares to the Repayment of such Monies; with Interest; and in such Case, an Action of Debt may be maintained in any of the Courts of Record at *Westminster*, by the Creditors, to whom any such Security, under the Common Seal of the Corporation, shall be made, against all, or any of the Members of the Corporation, in Proportion to their Shares, wherein Judgement may be recovered, as if Security were given in their private Capacities, any Agreement to the contrary notwithstanding.

The Corporation shall not trade, or suffer any Person in Trust for them to trade, with any of the Effects of the Corporation, in the buying or selling of any Merchandise or Goods; and every Person so trading, or by whose Order such Trading shall be made, shall forfeit treble the Value of the Goods and Merchandise traded for, to such Person as will sue for the same in the Courts of Record at *Westminster*.

But the Corporation may deal in Bills of Exchange, and in buying or selling Bullion Gold or Silver, or in selling Goods mortgaged to them, and not redeemed within three Months after the Time, or such Goods as shall be the Produce of Lands purchased by the Corporation.

All Bills obligatory and upon Credit, under the Seal of the Corporation, may, by Endorsement thereon under the Hands of the Proprietors, be assigned, and the Assignee may sue in his own Name.

If the Governor, or other Members of the Corporation to be established, shall, upon Account of the Corporation, purchase any Lands or Revenues belonging to the Crown, or lend to their Majesties, their Heirs, or Successors, any Money by way of Anticipation on any Part of the Revenue, other than such Part only on which a Credit of Loan shall be granted by Parliament, then the said Governor or Members so consenting to lend, being thereof lawfully convicted, shall forfeit treble the Value of such Sum so lent, whereof one fifth Part shall be to the Informer, to be recovered in any Court of Record at *Westminster*, and the Residue to be disposed of by Parliament.

Amercements, Fines, and Issues against the said Corporation, upon Account of any Suits to be brought against them, shall not be pardoned; and if such be estreated into the Exchequer, the Officers of the Exchequer, who are to pay the yearly Sum of a hundred thousand Pounds, may, out of that, detain so much as the said Amercements, Fines, or Issues amount unto.

If any Person shall obtain a Judgement against the Corporation, and shall bring Execution thereupon unto the Officers of the Exchequer, then the said Officers are required to pay the Sum in the Execution mentioned to the Plaintiffs, or their



Assigns; and the said Officers may detain so much of the yearly Sum of a hundred thousand Pounds as the Debt shall amount unto.

S. 33. Any Member of the House of Commons may be a Member of this Corporation, notwithstanding Stat. 5 and 6 Will. and Mar. Cap. 7.

*8 and 9 Will. III. Cap. 20. S. 20.* The present Stock of the Bank of England shall be enlarged by new Subscriptions.

S. 21. Before such Enlargement, the Stock shall be computed by seven of the present Members, and seven of the new Subscribers; and if the clear Stock amount not to one Million two hundred thousand Pounds, the old Members to make it up in Tallies, Orders, Bank-Bills, or Notes; but if it exceed one Million two hundred thousand Pounds, then the Surplus to be divided among the old Members.

S. 22. Seven Commissioners, appointed by his Majesty for that Purpose, shall take such new Subscriptions before the 24th of June, 1697.

S. 23. Four-fifths of each Subscription shall be, at the Time of subscribing, answered by Tallies and Orders, upon the first, third, or fourth Aid of four Shillings per Pound, the quarterly Poll, Three-fourths of the Customs, the Salt Act, Two-thirds of the additional Excise, the additional Imposition, the Stamp Act, the Three hundred thousand Pounds *per Ann.* on Tonnage and Poundage, the Duties on Marriages, Births, Burials, &c. on Wines, Vinegar, and Tobacco, &c. and Joint Stocks, &c. on Low Wines, &c. on the Six thousand Pounds *per Week* out of the Excise, or the Five hundred Pounds *per Week* out of the Post-Office; and the other fifth Part in Bank-Bills or Notes.

S. 24. After the 24th of June, 1697, Interest of eight *per Cent. per Ann.* shall be allowed for the Tallies and Orders so subscribed, out of the Funds granted by this Act, viz. *the Tonnage and Poundage; the Duties on Wine and Vinegar, granted by Stat. 1 Jac. II. Cap. 3. the Duties on Tobacco and Sugar, by 1 Jac. II. Cap. 4. the additional Impositions on Goods and Merchandizes, by 2 Will. and Mar. Stat. 2. Cap. 4. and 4 and 5 Will. and Mar. Cap. 5. the Stamp Act, 5 and 6 Will. and Mar. Cap. 21. and the Duty on Houses, by 7 and 8 Will. Cap. 18.*

S. 25. The Interest payable to the Bank upon so many Tallies or Orders as the Bank is already possessed of, whereof the Principal shall be equal to the said fifth Part subscribed in Bank-Bills or Notes, shall be likewise augmented to eight *per Cent.*

S. 26. The new Subscribers shall, after the said 24th of June, be Members of, and united to, the Bank of England.

S. 28. During the Continuance of this Bank, no other Bank, or Fellowship in Nature of a Bank, shall be erected, or permitted by Act of Parliament.

S. 29. The Interest due on Tallies and Orders, subscribed into the Bank, shall be accepted as so much principal Money.

S. 30. The Bank may borrow by Bills, over and above the one Million two hundred thousand Pounds, to which they were at first limited, any Sum not exceeding the Sum subscribed, under an Obligation of paying the said Bills in Money upon Demand; and in Default thereof, on Demand made at the Bank between nine and twelve in the Forenoon, and the Default proved by Affidavit in Writing before one of the Barons of the Exchequer, the said Bills to be paid at the Exchequer, out of the first Money due unto the Bank, other than the Fund of a hundred thousand Pounds *per Annum*; but these Bills shall be distinguished from the Debts contained within the said one Million two hundred thousand Pounds, and expressed to be made by Virtue of this Act.

S. 31. The Capital Stock and Fund of the said Bank shall be exempt from Taxes.

S. 32. After completing the said Subscriptions, the Interest of all Tallies and Orders subscribed, together with the said hundred thousand Pounds *per Ann.* shall be applied to the Use of the Members of the Bank, proportionably to each Member's Share therein.

S. 33. The Stock of the Bank shall be accounted a personal, and not a real Estate, and shall go to Executors, and not to Heirs.

S. 34. No Contract or Agreement, either by Word or in Writing, for buying or selling of Bank Stock, shall be good in Law or Equity, unless it be registered in the

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the Books of the Bank within seven Days, and the Stock be transferred within fourteen Days.

No Act of the Bank shall forfeit the Stock thereof, but the same shall be subject to their Debts.

It shall be Felony without Benefit of the Clergy, to forge or counterfeit the common Seal of the Bank, or any sealed Bank Bill, or any Bank Note, or to alter or erase any such Bills or Notes.

The Officers of the Exchequer shall keep Account of all Monies appropriated to the Bank, either upon the Fund of a hundred thousand Pounds *per Ann.* or any other Parliamentary Funds, or for Tallies belonging to the Bank; and shall duly direct, record, and make Payment thereof, under the Penalty of Loss of Place, Incapacity, and double Damages.

The Monies arising by the Continuation of the Subsidy of Tonnage and Poundage, &c. of Wines, Vinegar, and Tobacco, &c. by the additional Impositions on Goods and Merchandizes; by stamped Vellum, &c. by Marriages, &c. and by the Duties on Houses, from the Times that the said Duties are severally continued as aforesaid, till the first of *August*, 1706; and by the Surplus of the Duties on Wine, Vinegar, and Tobacco, &c. over and above the one Million five hundred thousand Pounds Credit given thereupon, and the Interest thereof arising by the Act 7 and 8 *Will. III.* Cap. 10. continued till the 29th of *September*, 1701; and also on Houses, after the Repayment of seven thousand three hundred and eighty-two Pounds, eleven Shillings, and four Pence, borrowed thereon, by 7 and 8 *Will.* Cap. 18. and the Interest thereof; and of all the Bills signed at the Mints for the Six-pence *per Ounce* upon Plate, brought in between the 4th of *May*, 1696, and the 4th of *November*, 1696, granted for seven Years, from the 25th of *March*, 1696; and upon Salt, &c. after the Repayment of one Million seven hundred and twenty-four thousand Pounds, borrowed thereon, and the Interest thereof, arising by the Act 7 and 8 *Will. III.* Cap. 31. shall be the general Fund for making good the particular Funds in this Act expressed, and shall be applied accordingly.

The Monies arising by the said general Fund, after the 28th of *June*, 1698, as S. 41. well by the said Duties on Houses, and additional Impositions, as for the said Duties on Vellum, &c. continued from the 28th of *June*, 1698, to the first of *August*, 1706, and for Tonnage and Poundage, &c. continued from the 25th of *December*, 1699, to the 1st of *August*, 1706, and for Marriages, &c. and for Wines, Vinegar, Tobacco, &c. continued from the 28th of *September*, 1701, to the 1st of *August*, 1706, and by the said Surplus on Wines, Vinegar, and Tobacco, &c. and on Salt, &c. shall be applied towards Principal and Interest of the said first, third, and fourth Aids of four Shillings *per Pound*; the quarterly Poll; the Three-fourths of the Customs; the Duties on Salt, &c. the Two-thirds of the additional Excise; the additional Impositions; the Duties on Vellum, &c. on Marriages, &c. on Wines, Vinegar, and Tobacco, &c. and the three hundred thousand Pounds *per Ann.* out of Tonnage and Poundage, in Proportion to the respective Deficiencies, as computed in this Act. And every twenty-eight Days, an Account shall be made up at the Treasury of all the Monies brought in, applicable to the said deficient Funds, which shall be applied proportionably, as well to the Bank of *England*, as other Persons intitled to Principal and Interest thereon.

Out of the said general Fund the Interest due to the Bank shall be made up eight Pounds *per Cent.*

Where any Revenue is appropriated by Parliament for Repayments in Course, the same shall be paid accordingly; but the new Funds in this Act shall be applied as hereby prescribed.

In Case of Judgement of Forfeiture given against the Bank, the yearly Payments out of the Exchequer, and all the Estate belonging to the Bank, shall be vested for three Years in twenty-four Persons, to be chosen by the Bank, who shall have Power to receive the Monies due to the Bank, as if no such Judgement had been given; and to pay and discharge the Debts and Contracts, due at the Time of such Judgement; after which, the Surplus shall be divided amongst the several Members; and then the said yearly Payments shall be vested in the particular

particular Members, in Proportion to a List thereof, to be made up by the said Trustees, and shall be assignable in a Book to be kept by the Auditor of the Receipt.

8 and 9 Will. III. Cap. 20. S. 46. The Bank may employ a Clerk to copy the Docquets of any Extents, Judgements, &c. in any of the Offices of Record at Westminster, paying as for a Search only.

S. 47. No Member of the Bank shall be adjudged a Bankrupt, by Reason of his Stock in the Bank, nor shall the Stock be subject to foreign Attachment.

S. 48. The Monies received out of the Exchequer for the Bank, shall be divided among the Members proportionably, for their particular Use.

S. 49. The Debts of the Bank shall never exceed their capital Stock, under Penalty of subjecting the several Members, so far as their Dividends received will extend, to satisfy the Debts to any Person, who may recover the same with treble Costs.

S. 50. If the said Funds for Interest shall appear insufficient, they shall be made up of such Aids, &c. as shall be granted in the then next Session of Parliament; and if upon the first of August, 1706, or within three Months after, the Produce of the several Aids, &c. shall not be sufficient to discharge the Principal and Interest intended to be discharged by this Act, the same shall be supplied out of such Aids, &c. as shall be granted the next Session of Parliament.

S. 52. In all future Elections, not above two-thirds of the Directors of the preceding Year shall be chosen.

9 and 10 W. III. Cap. 3. S. 4. The Bank of England shall make Dividends of the Monies which shall be received by them, by Virtue of the Tallies and Orders which have been subscribed into their Stock, pursuant to the above Act 8 and 9 Will. III. Cap. 20. once in every fix Calendar Months at least.

12 and 13 W. III. Cap. 12. S. 14. The Governor and Company of the Bank of England, until they shall be repaid all Monies which they shall lend upon this Act, for or in Part of 420,000*l.* being the last Part of 820,000*l.* authorised to be borrowed on the weekly Payment of 3,700*l.* out of certain Branches of Excise, which Interest for such 420,000*l.* after the Rate of seven per Cent. shall not be obliged to make Dividends of the Monies to be received by them, by Virtue of any Tallies or Orders subscribed into their Stock, in Pursuance of the above Act 8 and 9 Will. III. Cap. 20. but at such Times only as shall be ordered by a general Court.

6 Ann. Cap. 22. S. 9. During the Continuance of the Bank of England, it shall not be lawful for any other Body Corporate, or for other Persons united in Partnership, exceeding the Number of six, in England, to borrow Money on Bills or Notes payable at Demand, or at less Time than six Months. This Clause is repeated in Stat. 7. Ann. Cap. 7. S. 61. and Stat. 3. Geo. I. Cap. 8. S. 44. and therefore the said Sections are omitted in the said Acts here following.

7 Ann. Cap. 7. S. 1. Recites that by an Act 5 Will. and Mar. Cap. 20. the Bank of England was erected, 1,200,000*l.* was lent to their Majesties, for which there is payable to the Governor and Company, the yearly Sum of 100,000*l.* out of the Duties of Excise, redeemable by Parliament; reciting another Act made 8 and 9 Will. III. Cap. 20. For making good the Deficiencies of several Funds and for enlarging the Capital Stock of the Bank.

And another Act made 5 Ann. Cap. 13. for continuing Duties on Houses, to secure a yearly Fund for circulating Exchequer Bills, now expired, reciting also, that the Governor and Company did lately admit new Subscriptions for doubling their Stock of 2,201,171*l.* 10*s.* at the Rate of 11*s.* to be paid for every 100*l.* subscribed; and that Subscriptions have been made for that Sum; It is enacted, that 2,201,171*l.* 10*s.* be added to the Stock of the Bank, which before such Additions, consisted only of the like Sum; so that the whole capital Stock now shall amount to 4,402,343*l.* and the new subscribers shall be incorporated with the present Members of the Bank, and be taken to be one Body Politick and Corporate, by the Name of The Governor and Company of the Bank of England.

S. 2. The said Capital Stock shall be assignable in the same Manner as the original capital Stock.

S. 3. The Bank is to pay into the Exchequer 400,000*l.* before the 25th of August 1709.

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The Bank of *England*, thus enlarged, shall for ever be a Body Corporate, and 7 *Ann. Cap.*  
enjoy the yearly Fund of 100,000*l.* out of the Excise. 7. S. 5.

The Stock and Funds of the Bank, and the Interest of every Member therein, S. 62.  
shall be exempted from Taxes, and shall be deemed a personal Estate, and shall  
go to Executors and not to Heirs, and shall not be liable to foreign Attachment.

The original Fund of 100,000*l.* per *Ann.* and all Profits for the Management S. 63.  
of the Corporation, shall be applied to the Use of the Members of the Corpo-  
ration ratably.

It shall be lawful for the Bank at any Time to reduce their capital Stock, S. 65.  
increased as aforesaid, by Dividends; taking care that the Total of their Debts  
do not exceed the Value of their Capital: And in case the Governor and Com-  
pany by any Dividend, shall reduce their Capital without proportionably redu-  
cing the Total of the Debts, so that the Value of their Capital shall not be suf-  
ficient to answer their Debts; in such Case, the particular Members who shall  
receive such Dividend, shall be severally liable, so far as the Shares by them  
received will extend, to pay the Debts which shall remain due to any Persons,  
who may sue for the same, besides treble Costs, by Action of Debt or upon the  
Case, &c.

It shall be lawful for the said Governor and Company to call in any Sums of S. 72.  
Money, which they in a general Court shall think necessary, to be paid by their  
Members proportionably, which shall have before been divided, out of the said  
Capital of 4,402,343*l.* and in Case any Member shall neglect to pay his Share,  
at the Times appointed, by Notice in the *London Gazette*, and fixed up on the  
*Royal Exchange*, it shall be lawful for the Governor and Company to stop the  
Dividends of such Members, and also to stop the Transfers of their Shares, and  
to charge the Defaulters with Interest at six *per Cent.* and in Case the Principal  
and Interest be not paid in three Months, they shall have Power to sell the Stock  
of such Defaulters, to pay the same.

Every Person who shall be elected Governor, Deputy-Governor, or Director 9 *Ann. Cap.* 7.  
of the Bank of *England*, shall, during that Year, be incapable of being chosen S. 11.  
Director for the management of the Affairs of the united Company of Merchants of  
*England*, trading to the East-Indies, and vice versa.

The Bank shall continue a Body Corporate, and enjoy their yearly Fund of 12 *Ann. Stat.*  
100,000*l.* subject to the following Power of Redemption: 1. Cap. 11.  
S. 23.

Upon twelve Months' Notice, after the 1st of *August*, 1742, upon Repayment S. 24.  
by Parliament to the Bank of 1,600,000*l.* and all Arrears of the said 100,000*l.*  
per *Ann.* and of all Money owing to them upon Tallies, Exchequer Orders, or  
Parliamentary Funds, such Funds, for Redemption whereof other Provision is  
made, excepted, the said yearly Fund of 100,000*l.* shall cease.

After such Redemption the Corporation shall cease. S. 25.

It shall be lawful, as well for the Bank as for any others, to lend Money to 12 *Ann. Stat.*  
the Treasurers of the Navy, &c. upon *South-Sea* Stock, pursuant to the Stat. 10 S. 10.  
*Ann. Cap.* 19. S. 185.

The Governor and Company of the Bank of *England*, being willing to deliver 3 *Geo. I. Cap.*  
up to be cancelled, as many Exchequer Bills as amount to 2,000,000*l.* in prin- 8. S. 1.  
cipal Money, and to accept an Annuity of 100,000*l.* being five *per Cent.*  
for the same, to commence from *Christmas*, 1717, redeemable upon one Year's  
Notice.

The Bank shall, before *Christmas* 1717, deliver up as many Exchequer Bills as S. 5.  
shall amount to 2,000,000*l.* in principal Money, to be cancelled.

After *Christmas* 1717, the Bank shall for ever have one Annuity, of 100,000*l.* S. 6.  
being five *per Cent.* computed on the said Sum of 2,000,000*l.* which yearly  
Sum shall be paid out of the Aggregate Fund, and Duties on Houses, and shall  
be paid to the Bank for ever, at the four usual Feasts.

Upon one Year's Notice to be given at *Christmas* 1717, or at any quarterly Feast S. 7.  
after, and upon Repayment to the Bank of the 2,000,000*l.* and of all Arrears of  
the said yearly Sum of 100,000*l.* the said yearly Sum shall cease.

For the better Payment of the Annuity of 100,000*l.* standing Orders shall S. 15.  
be signed by the Treasury.

3 Geo. I. Cap.  
8. S. 14.

As the several Duties chargeable with the Payment of the said Annuity shall be brought into the Exchequer, such Money shall be issued upon such Orders, weekly or otherwise, towards discharging the several Annuities thereon charged, to grow due at the End of the Quarter of a Year, so as such weekly Payments exceed not the Sums of the several Quarterly Payments, which shall grow due at the End of each Quarter.

S. 16. The said Annuity of 100,000*l.* shall be deemed personal Estate; and the same and the Stocks which the Bank now have, and those they shall be entitled unto by Virtue of this Act, and the Sums payable to them in respect of any such Stock, shall be free from all Taxes, and not liable to foreign Attachment.

S. 17. The said Duties on Houses, Aggregate Fund, and other Duties, shall be continued to his Majesty, his Heirs, and Successors for ever, and shall be raised, &c. by such Methods, &c. as are prescribed by the respected Acts now in Force.

S. 18. The Monies of the said Duties, &c. which shall be brought into the Exchequer for Purposes in this Act, except the Charges for raising, &c. the same, are appropriated for discharging the growing Payment on the said Annuity of 100,000*l.* which Payments are to be satisfied without Charge, but subject to Redemption. And in Case any Officer of the Exchequer shall misapply any of the Monies, or shall not keep Books, and do all other Things by this Act required, he shall forfeit his Office, and be incapable to serve his Majesty in any Employment of Trust or Profit, and be liable to pay double the Sum misapplied, with Costs to the Party grieved; to be recovered in any of the Courts at Westminster.

S. 22. The annual Sum of 100,000*l.* shall be preferred in Payment before the yearly Sum of 120,000*l.* to the Civil List.

S. 23. After satisfying the Payment aforesaid, the Deficiencies on the original Fund of 100,000*l.* per Ann. payable to the Bank out of five-seventh Parts of certain Duties of Excise, see 5 and 6 Will. and Mar. Cap. 20. S. 19. before recited, shall be satisfied out of the Monies by this Act appropriated; after which the yearly Sum of 4000*l.* shall be issued to the Sheriffs.

S. 24. The Surplus of the Duties, &c. hereby appropriated at the End of any Quarter, shall attend the Disposition of Parliament.

S. 25. In Case the Produce of the said Duties, &c. shall be deficient, such Deficiency shall be made good out of the Produce of the said Duties, &c. in any subsequent Quarter.

S. 26. If such Deficiency shall happen at the End of any Year, reckoning each Year to end at Michaelmas, such Deficiency shall be made good out of the next Aids to be granted in Parliament.

S. 38. It shall be lawful for the Bank, from Time to Time, as they shall see Cause, to call for, from their Members, in Proportion to their respective Interests in the capital Stock, any Sums of Money, as in a general Court shall be judged necessary; and all Executors, &c. shall be indemnified in paying the same; and if any Member shall neglect to pay his Share of the Money so called for, at the Time appointed, by Notice in the *London Gazette*, and fixed upon the *Royal Exchange*, it shall be lawful for the Bank not only to stop the Dividend of such Member, and to apply the same towards Payment of the Money so called for, but also to stop the Transfers of the Share of every such Defaulter, and to charge him with an Interest of five per Cent. per Ann. for the Monies so by him omitted to be paid, till Payment thereof; and if the Principal and Interest shall be three Months unpaid, the Bank shall have Power to sell so much of such Defaulter's Stock as will satisfy the same, rendering the Overplus to the Proprietors; and the Bank may, in a general Court, when they shall adjudge their Affairs will admit thereof, cause any Sum of Money so called in, to be divided amongst the then Members, in Proportion to their respective Shares in the capital Stock.

S. 39. The Bank may borrow Money on any Contracts, &c. under their common Seal, or upon Credit of their capital Stock, at such Interest as they shall think fit, though it exceed the Interest allowed by Law, and give such Security as shall be to the Satisfaction of the Lenders; and they may contract with any Persons, upon such Terms as they shall find necessary, for the better enabling them to perform

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perform such Things as they are to do in Pursuance of this Act, and take Subscriptions from such Persons for that Purpose; and such Contract, &c. shall not be chargeable with Stamp Duties.

No Member of the Bank, for any Thing in this Act contained, shall be disabled from being a Parliament Man, or adjudged liable to be a Bankrupt. <sup>3 Geo. I. Cap. 8. S. 43.</sup>

The Bank may in a general Court make such Addition to their capital Stock, in Regard of their undertaking to discharge Exchequer Bills, as they shall think fit; and so much as shall be so declared, shall be deemed capital Stock, and the Members of the Bank, who shall have a Share in such Stock, may transfer the same in Method, &c. prescribed by any Statute or Charter now in Force for Assignments.

The Bank shall continue a Corporation, and enjoy the said several Annuities, till all the said Annuities shall be redeemed, according to the Provisos in this Act.

For Encouragement of such Persons as are willing to advance Monies for paying of the Principal Sums amounting to 8,762,625*l.* upon the Lottery Acts of 9 and 10 *Ann.* for redeeming Annuities on an Act 12 and 13 *Will. III.* Cap. 12. to Patentees, out of the weekly Sum of 3,700*l.* out of the Excise, for which the Persons advancing the same, are to have Annuities of five *per Cent.* redeemable by Parliament: *It is enacted*, that till the Annuities of five *per Cent.* shall be redeemed by the Parliament, the Bank shall employ two Persons within their Office of *London*, one to be their chief Cashier, the other their Accountant General; and the Monies coming into the Exchequer for the Payment of such Annuities, shall be paid quarterly to the said Cashier, by way of Imprest and on Account, and the Accountant-General shall inspect the Receipts and Payments of the Cashier, and the Vouchers relating thereto; and all the Monies to be advanced for such Annuities shall be one capital or Joint-Stock, on which the said Annuities shall be attending; and all Persons in Proportion to the Monies they shall advance, shall have a Share in such Stock, and in the Annuity attending the same; and such Shares shall be transferrable and adviseable as is prescribed by the Act 1 *Geo. I.* Cap. 19. and no Stamp Duties shall be chargeable on such Transfers: And the Bank, notwithstanding the Redemption of any of their own Funds or Annuities, shall continue a Corporation, relating to the receiving, &c. the Annuities last mentioned, till the same be redeemed by Parliament; and no Fees shall be taken for paying the said Annuities, or for such Transfers. Nevertheless the Treasury may allow out of the Monies to be imprested as aforesaid, Salaries to the Cashier and Accountant general.

Transfers of Bank Stock shall not hereafter be made liable to any higher Duties than are now payable for the same.

The Bank may, under their common Seal, assign the said Annuities of 100,000*l.* or any Part thereof, and also such Annuities of five *per Cent.* *per Ann.* to any Persons whatsoever, and so *toties quoties*; which Assignments shall not be subject to any Tax, so as an Entry be made of such Assignments in the Office of the Auditor of the Receipt.

Nothing in this Act shall hinder the making good any Deficiency in the yearly Fund of 1,16,573*l.* 12*s.* mentioned in the Act 1 *Geo. I.* Cap. 2.

Any Vote of the House of Commons signified by their Speaker in Writing, and delivered at the Office of the Bank, shall be deemed a sufficient Notice within this Act.

The Governor and Company of the Bank of *England* having agreed, that from the Feast Day of *St. John Baptist*, 1727, their Annuity of 100,000*l.* upon the Sum of 2,000,000*l.* See 3 *Geo. I.* Cap. 8. S. 6. before recited, shall be reduced to four *per Cent.* It is enacted that after the Nativity of *St. John Baptist*, 1727, the said Annuity shall cease, and the Governor and Company of the Bank, subject to the Proviso of Redemption in this Act contained, shall have in Lieu thereof, one Annuity of 80,000*l.* which shall be payable out of the Duties on Houses, and the Aggregate Fund; and shall be paid to the said Governor and Company, and their Successors for ever, from *Midsummer*, 1727, at the four usual Feasts, in such Manner and on such Conditions. as in the former Act 3 *Geo. I.* Cap. 8. in Relation to the said Annuity of 100,000*l.*



21 Geo. I.  
S. 2.

On Repayment by Parliament to the Bank of *England*, of the Principal Sum of 2,000,000*l.* and of all Arrears of the said Annuity, the Annuity shall cease.

S. 3.

If at any Time Payment be made of any Sum, not less than 500,000*l.* in Part for the principal Sum, and of all Arrearages; then so much of the said Annuity as shall bear Proportion to the Monies so paid in Part of the Principal shall cease.

S. 4.

The Annuity shall be deemed personal Estate; and the same and the Stock which the said Company now have, or may be entitled unto, by Virtue of this Act; and all the principal Sums and Annuities payable to the Company in Respect of any such Stock, shall be free from Taxes, and shall not be liable to foreign Attachments.

S. 5.

The former Acts, and all the Powers, &c. therein contained, such Alterations as are made by this Act excepted, shall continue to be used, &c. and the Governor and Company of the Bank of *England* shall continue a Corporation, and shall enjoy their Annuities till they shall be redeemed, &c.

S. 6.

If any Person shall alter, forge, or counterfeit any Bank Bill, or Bank Note, made for Payment of Money, by, or for the said Governor and Company, or any Bank Note, or shall erase any such Bill or Note, or any Endorsement thereupon, or shall tender in Payment, utter, &c. any such altered, forged, or counterfeited Bill or Note, or any erased or altered Bill or Note, or the Endorsement thereupon, &c. knowing such Bill or Note, or Endorsement, to be altered, forged, counterfeited, or erased, and with Intention to defraud the said Governor and Company, or any other Person; every such Person shall be adjudged a Felon.

1 Geo. II.  
Stat. 2. Cap.  
8. S. 1.

The Governor and Company of the Bank of *England* having agreed to pay into the Exchequer 1,750,000*l.* for the Purchase of an Annuity of 70,000*l.* subject to Redemption; *It is enacted*, that every Year after the Feast Day of *St. John Baptist*, 1728, a yearly Fund of 70,000*l.* being four *per Cent.* for the Sum of 1,750,000*l.* shall be payable in Manner herein expressed, for the Satisfying the Annuities to be purchased in Pursuance of this Act, till Redemption thereof by Parliament.

S. 2.

The said yearly Fund of 70,000*l.* shall be payable out of the Monies, which after the said Feast of *St. John Baptist*, 1728, shall arise into the Exchequer for the Duties on Coals and Culm, granted by 9 *Ann. Cap. 22.* continued by 5 *Geo. I. Cap. 9.* and made perpetual by 6 *Geo. I. Cap. 4.*

S. 3.

The Governor and Company of the Bank of *England* shall advance into the Receipt of his Majesty's Exchequer, the Sum of 1,750,000*l.* by the 24th of *July*, 1728.

S. 5.

On Payment by the Bank, of the said Sum of 1,750,000*l.* in Manner aforesaid, the Governor and Company, and their Successors and Assigns, shall be intitled to receive at the Receipt of the Exchequer, out of the said yearly Fund, one Annuity of 70,000*l.* to commence from the 24th of *June*, 1728, and to be paid by half-yearly Payments, at *Christmas* and *Midsummer*, till Redemption thereof by Parliament, and the said Annuity of 70,000*l.* shall be free from Taxes.

S. 6.

An Order shall be signed by the Treasury for Payment of the said Annuity, and the same shall not be determined by the Death or Removal of any of the Commissioners of the Treasury, &c.

S. 7.

As the Money of the said Duties shall be brought into the Exchequer, the same shall be issued upon the said Orders towards discharging the said Annuity, to grow due at the End of the Half Year in which such Payment shall be made; so as such Payment do not exceed the half-yearly Payment which shall grow due.

S. 8.

The said Annuity shall be a personal, and not a real Estate, and shall not be liable to foreign Attachment.

S. 9.

If after the 24th of *June*, 1728, the Produce of the said Imposition on Coals and Culm shall be so deficient, as that the Monies arising therefrom shall not be sufficient to discharge the half Year's Annuity then due, then the Deficiency of such half Year shall be supplied out of the overplus Monies of the said Duties

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arising in any subsequent half Year; and if at any Time after the 25th of *December*, 1728, such Produce shall be so deficient, at the End of any one Year, computing the same to begin at *Christmas* yearly, as that the same shall not be sufficient to discharge the whole Year's Annuity then due, every such yearly Deficiency shall be made good out of the first Supplies which shall be granted in Parliament; and if no such Supplies shall be granted within six Months, then the same shall be made good out of any Monies which shall be in the Receipt of the Exchequer of the *Sinking Fund*, except such Monies of that Fund as are appropriated to particular Uses.

Whatever Monies shall be so issued out of the *Sinking Fund*, shall be replaced <sup>1 Geo. II. Stat. 2. C. 8.</sup> out of the first Supplies to be granted in Parliament.

If there should be any surplus Monies arising by the said Duties at the End of s. 11. any Year, computing the same to end at *Christmas* yearly, after the said Annuity of 70,000*l.* and all Arrears thereof are satisfied, &c. such Surplus shall be reserved for the Disposition of Parliament.

Upon Repayment by Parliament to the Bank of *England*, of the said 1,750,000*l.* s. 12. and of all Arrears, the said Annuity shall cease; and after such Redemption, the Monies arising by the said Duties shall not be applied but as shall be directed by future Acts of Parliament.

If at any Time after the 25th of *December*, 1729, Payment be made to the s. 13. Bank of any Sum, not less than 500,000*l.* in Part of the principal Sum, at which the Annuity is redeemable, and also of all Arrears of the said Annuity, then so much of the Annuity, as shall bear Proportion to the Monies so paid in Part, shall cease.

The Bank shall continue a Corporation till the Redemption of the whole s. 14. Annuity of 70,000*l.*

All former Powers granted to the Bank for assigning any Annuities or Capital s. 15. Stock, formerly purchased by them, and now belonging to them, shall be revived; and the Governor and Company are empowered to transfer the said Annuity of 70,000*l.* as they shall think proper; subject, nevertheless, to Redemption by Parliament, and without Power to enlarge their Capital Stock out of the same.

After reciting the Act of 12th *Ann.* Sess. 2. Cap. 9, for laying additional Duties <sup>2 Geo. II. C. 3. S. 1.</sup> on Soap and Paper, and on certain Linens, Silks, Calicoes and Stuffs, and upon *Starcb*, and exported Coals, and upon stamped Vellum, Parchment, and Paper, &c. and that the Governor and Company of the Bank of *England* have agreed to pay into the Exchequer 1,250,000*l.* for the Purchase of an Annuity of 50,000*l.* subject to Redemption by Parliament, to be charged on the surplus Monies to arise from the said additional Duties; it is enacted, that yearly, from the Feast of *St. John Baptist*, 1729, a yearly Fund of 50,000*l.* being after the Rate of four per Cent. for the Sum of 1,250,000*l.* be settled for satisfying the Annuities to be purchased in Pursuance of this Act, till Redemption thereof by Parliament.

The said yearly Sum of 50,000*l.* shall be payable out of the overplus Monies s. 1. of the said additional Duties, which shall remain after satisfying, &c. so much as shall be due to the *South-Sea* Company, on their Annuity and additional Allowance for Charges of Management, granted by the Act 6 *Geo. I.* Cap. 4. and the Treasury shall quarterly, in every Year, after the Feast of *St. John Baptist*, 1729, at the four usual Feasts, or within six Days after, cause the overplus Monies of the said additional Duties to be computed, and applied towards making good the said yearly Sum of 50,000*l.* without diverting any of the Monies which by the said Act 6 *Geo. I.* Cap. 4. ought to be reserved for satisfying the said Annuity to the *South-Sea* Company.

The Governor and Company of the Bank of *England* shall pay into the Ex- s. 3. chequer 1,250,000*l.* before the 6th of *October*, 1729.

On Payment of the said 1,250,000*l.* the Company shall be intitled to one s. 5. Annuity of 50,000*l.* from the 24th of *June*, 1729, to be paid by quarterly Payments till Redemption thereof by Parliament; and the said Annuity of 50,000*l.* shall be free from Taxes.

Orders shall be signed by the Treasury for Payment of the said Annuity, &c. s. 6. as per 1 *Geo. II.* Stat. 2. Cap. 8. S. 6.

- Geo. II. C. 3. S. 7.* The said Annuity shall be a personal Estate, and shall not be liable to foreign Attachment.
- S. 8.* If the overplus Monies of the said additional Duties shall be deficient, &c. the Deficiency shall be supplied, as in the preceding Act of 1 Geo. II. Stat. 2. Cap. 8. S. 9, 10, and 11.
- S. 11.* Upon Repayment by Parliament to the Bank of England, of the said Sum of 1,250,000*l.* and of all Arrears of the said Annuity of 50,000*l.* the said Annuity shall cease, and the Monies arising by the Surplusses of the said additional Duty shall not be issued, or applied to any other Use, but as shall be directed by future Acts of Parliament.
- S. 12.* If Payment be made to the Bank of any Sums, not being less than 500,000*l.* at a Time, in Part of the said principal Sum, and if Payment be then also made of all Arrears of the said Annuity, then so much thereof as shall bear Proportion to the Monies so paid in Part of the said principal Sum, shall cease.
- S. 13.* The Bank shall continue a Corporation till Redemption of the said Annuity of 50,000*l.*
- S. 14.* The Bank may assign the said Annuity of 50,000*l.* or any Part thereof, but subject to such Redemption by Parliament.
- S. 16.* Out of the Sinking Fund there shall be paid to the Bank, 500,000*l.* for redeeming a proportionable Part of the Annuity of 80,000*l.* granted to them by Stat. 11 Geo. I. Cap. 9.
- 11 Geo. II. C. 27. S. 16.* At the Feast of St. Michael, 1738, there shall be issued to the Governor and Company of the Bank of England, the Sum of 1,000,000*l.* out of any of the Aids granted in this Session of Parliament, for redeeming the Annuity of 40,000*l.* Part of the Annuity of 60,000*l.* in further Part of the principal Sum of 2,000,000*l.* being the Amount of Exchequer Bills, delivered up by the Bank according to the Directions of the Act, 3 Geo. I. Cap. 8. and in respect whereof, an Annuity of 80,000*l.* was payable to the Bank by Act 11 Geo. I. Cap. 9. and of which an Annuity of 20,000*l.* was redeemed by Payment of 500,000*l.* pursuant to the Act 2 Geo. II. Cap. 3.
- 15 Geo. II. Pages 527, 528, 529, 530, 531.* Reciting the several Acts of 7 and 12 Ann. made concerning the Bank, which continued the Governor and Company an Incorporation till 1742, subject, however, to Powers of Redemption, as therein mentioned.
- And the Time of the said two former Acts being expired, the Company, by this Act, are engaged to supply the Government with the further Sum of 1,600,000*l.* before December 25, 1742, at different Payments, as demanded by the Treasury, each Payment not to be more than 400,000*l.* and at a Month's Notice.
- P. 532.* The said Sums to bear an Interest of three *per Cent.* till August 1, 1743, and on any Default, the said Company may be sued in any of his Majesty's Courts at Westminster, and shall forfeit twelve *per Cent.* Damages, and full Costs, for which their Stock and Funds shall be liable.
- P. 533.* The several Provisions contained in the recited Acts of 7 and 12 Ann. and all Provisions in any other Acts for determining the said Fund of 100,000*l.* *per Ann.* are hereby repealed; and the said Company, and their Successors, shall continue to enjoy the said entire yearly Fund, to be paid out of the Duties of Excise, with perpetual Succession, and Privilege of exclusive Banking, and all other Abilities, &c. granted to them, by any Acts of Parliaments, Grants, or Charters; subject nevertheless to such Restrictions, and other Agreements, as are prescribed by any Acts and Charters now in Force; as also to the Power of Redemption, as in this Act is hereafter contained.
- P. 534.* At any Time, twelve Months after August 1, 1764, on Repayment of all Monies lent by the Bank, with Interest, &c. the said yearly Fund of 100,000*l.* shall determine.
- P. 535.* No other Bank shall be allowed by Parliament; nor shall any Body Politick or Corporate, or other Persons whatever, united in Partnership, above the Number of six, throughout England, borrow or take up any Sums of Money on their Note, payable for less Time than six Months, during the Continuance of such Privilege to the Governor and Company, who are hereby declared to be a Corporation, with Privilege of exclusive Banking, subject to Redemption on a

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Year's Notice, after *August 1, 1764*, and Repayment of the several Sums lent, with Interest, *viz.* 3,200,000*l.* and all Arrears of the 100,000*l.* *per Ann.* and all Principal and Interest owing them on all Tallies, Exchequer Orders, Exchequer Bills, or Parliamentary Funds, except such Funds as are otherwise provided for, which the Governor and Company, or their Successors, shall have remaining in their Hands, or be entitled to, at the Time of such Notice given, as *aforesaid*.

The Governor and Company may enlarge their Capital with any further Sum, *15 Geo. II. P. 536.* not exceeding 1,600,000*l.* additional Stock, and may take in Subscriptions from such Persons, and at such Times, as they shall think proper; and all such Subscribers, whether Natives or Foreigners, having paid the Money subscribed for, shall be united to, and incorporated with, the said Governor and Company, and adjudged to be one Body Politick and Corporate, by the Name of *the Governor and Company of the Bank of England*; subject to the same Regulations, and intitled to the same Privileges and Advantages with the present Members of the said Corporation.

The Capital Stock, increased as *aforesaid*, shall be assignable and transferrable in the same Manner as the original Capital Stock was, before the making this Act; and, together with the Produce, shall be free from all Manner of Taxes, Charges, or Impositions whatever; and the Transfers of the additional Stock shall not be chargeable with any other Stamps or Duties than were used in transferring the former Stock.

No Person concerned in the Stock of this Company, whether as Governor, Deputy-Governor, Director, Manager, or Member, shall be disabled from serving as a Member of Parliament, or be liable to any Penalty, or Disability, prescribed by any Acts of Parliament, for not qualifying themselves to execute any Trust with respect to Affairs of this Corporation, as Persons, who execute any Office or Place of Profit or Trust, are liable to, by any Law now in Force, or liable to be a Bankrupt within the Meaning of any Statutes of Bankruptcy.

It is the true Intent and Meaning of this Act, that the Governor and Company, *P. 537.* and their Successors, shall enjoy the said Annuity of 100,000*l.* in respect of their original Capital Stock of 1,600,000*l.* till *August 1, 1743*, besides the Interest of the 1,600,000*l.* to be advanced as *aforesaid*, which Interest the said Governor and Company are to receive back by Way of Discount.

Any Vote or Resolution of the House of Commons, signified by the Speaker in Writing, and delivered at the publick Office of the said Governor and Company, and their Successors, shall be deemed a sufficient Notice within the Meaning of this Act.

Any Persons who shall forge, counterfeit, or alter, any Bank Note, Bill of Exchange, Dividend Warrant, or any Bond or Obligation under the Common Seal, or any Endorsement thereon; or shall offer to dispose of the same, or demand any Money, pretended to be due thereon, of the said Company, or any of their Officers or Servants, knowing such Note, &c. to be forged, &c. with an Intent to defraud the said Company, or their Successors, or any other Persons whatever; the Offenders being duly convicted, shall be deemed guilty of Felony, and suffer Death as Felons, without Benefit of Clergy.

If any Officer, or Servant of the Company, being intrusted with any Note, &c. *P. 539.* belonging to the Company, shall embezzle any such Note, &c. the Offender, being duly convicted, shall be deemed guilty of Felony, and shall suffer Death without Benefit of Clergy.

By the Charter it is ordained, that there shall be for ever, of the Members of the Company, a Governor, Deputy-Governor, and twenty-four Directors; which said Governor, Deputy-Governor, and Directors, or any thirteen, or more, the Governor or Deputy-Governor to be always one, shall be a Court of Directors, for managing the Affairs of the Corporation; but as this Limitation, by the unavoidable Absence, or otherwise, of the Governor and Deputy-Governor, may be of great Hindrance to the Business of the Corporation, it is therefore enacted, that whenever a Court of Directors is met, if the Governor and Deputy shall be absent for the Space of two Hours, after the usual Time of proceeding to Business, the Directors



Directors then met, being not less than thirteen, may chuse a Chairman by majority, and proceed to Business; and all Acts done by them shall be as valid, as if the Governor or Deputy had been present.

This Act shall be deemed a publick Act, and judicially taken Notice of as such by all Judges, &c. without specially pleading the same.

19 Geo. II.  
P. 155.

The Preamble recites an Act passed in 16 Geo. II. intituled, *An Act for repealing the several Rates and Duties upon Victuallers, &c. and for transferring the Exchequer Bills unsatisfied thereupon, to the Duties for Licences to sell spirituous Liquors, and Strong Waters by Retail, &c.* whereby it was enacted, that from the twenty-fourth of June, 1743, the several Duties imposed by an Act of 12 Geo. I. upon

P. 156.

all Victuallers, and Retailers of Beer, within the Cities of London and Westminster, and the weekly Bills of Mortality, should thenceforth cease; and that, after the said twenty-fourth of June, 1743, the principal Sum of 481,400*l.* in Exchequer Bills (Part of the Sum of 500,000*l.* advanced to his Majesty's Exchequer by the Bank of England, upon Credit of the said Duties, at three *per Cent. per Annum* Interest) made forth in Pursuance of the said Act of 12 Geo. I. which then remained unsatisfied, with the Interest thereon, and the Charges of circulating the same, should be transferred from the Duties then charged therewith, and be charged (together with the Sum of 5,18,600*l.* to be raised by the before recited Act of 16 Geo. II. towards the Supply for 1743) upon the Duties payable to his Majesty by another Act of the said 16 Geo. II. intituled, *An Act for repealing certain Duties upon spirituous Liquors, &c.* and in Pursuance of the first recited

P. 157.

Act of Geo. II. the said Sum of 481,400*l.* in Exchequer Bills, as also the said further Sum of 5,18,600*l.* were charged upon the said Duties, arising by Licences, at an Interest of three *per Cent. per Ann.* And whereas the Bank is willing that the said Sum of 9,86,800*l.* in Exchequer Bills, remaining unsatisfied, on the aforesaid Duties, may be cancelled and discharged, and in Lieu thereof to accept of an Annuity of 39,472*l.* being the Interest on the said Sum at four *per Cent.* to be charged on the same Securities; and also are willing to advance unto his Majesty's Exchequer, towards the Supply granted for the Service of the Year 1746, the Sum of 1,000,000*l.* upon the Credit of the Duties arising by the Malt and Land Tax for 1746, at four *per Cent. per Ann.* for Exchequer Bills to be issued for that Purpose; provided they may have a Power to create and dispose of the said Sum of 9,86,800*l.* of Bank Stock (to be joined and incorporated with their present Capital) in such Manner, and at such Times, as they shall think proper; with such further Powers, Privileges, and Advantages, as have usually been granted by former Acts on that Occasion. The Parliament, thinking it will be of Advantage to the Public to accept the said Proposal of the Bank, have enacted, that the Bank of England, by the 25th of March, 1746, shall deliver up unto Persons nominated by the Treasury, all the said Exchequer Bills charged upon the Duties aforesaid, amounting to 9,86,800*l.* to be discharged and cancelled as the Treasury shall think fit, without issuing again the same, or any of them.

P. 158.

All the Interest due on the said Exchequer Bills to be delivered up to be cancelled, with the Charges of circulating the same, shall be paid off.

P. 159.

In Lieu of the said Sum of 9,86,800*l.* in Exchequer Bills to be delivered up to be cancelled, the Bank, from the 25th of March, 1746, shall receive from the Exchequer an Annuity of 39,472*l.* being four *per Cent.* Interest on the said Sum of 9,86,800*l.* until Redemption thereof by Parliament.

The said Annuity shall be paid from Time to Time, with Preference to all other Payments whatsoever, out of the Monies that shall arise into the Exchequer, from the Duties for Licences to sell Spirituous Liquors and Strong Waters by Retail, in Pursuance of the Act of 16 Geo. II.

The said Annuity shall be paid at four quarterly Payments, *viz.* on the Feasts of *St. John Baptist, St. Michael, Christmas-Day, and Lady-Day*; the first Payment to be made on *St. John's Day, 1746*; subject nevertheless to Redemption, as provided for by this Act; and the said Annuity of 39,472*l.* shall be free from all Taxes and Charges.

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For the better and more regular Payment of the said Annuity, Orders shall be signed by the Treasury for the Payment thereof, which shall be valid in Law, and shall not be determinable by the Death or Removal of any of the Commissioners of the Treasury, or Determination of their Power and Offices, nor shall the Treasury revoke or countermand any Orders so signed.

And for the more speedy Payment of the said Annuity, it is enacted, that weekly, or otherwise, as the Monies arising by the said Duties shall be paid into the Exchequer, the same shall be issued upon the Orders for discharging the quarterly Annuity, so as such weekly Payments do not exceed the Sum which shall be due at the End of every Quarter.

The said Annuity shall be adjudged to be a personal, and not a real Estate, and shall not be liable to any foreign Attachment.

If at any Time after the 25th of March, 1746, the Produce of the Duties arising by Licences aforesaid, at the End of any Quarter shall be insufficient to pay the Quarter's Annuity, in every such case, the Deficiency shall be supplied out of the overplus Monies of the said Duties, which shall be in any subsequent Quarter; and if at the End of any one Year, computing the same to end at Lady-Day yearly, the Produce shall not be sufficient to pay off the whole Year's Annuity then due, the Deficiency shall be made good out of the first Supplies; and if no Supplies be granted within six Months after, then to be paid out of the Sinking Fund, such Monies therein excepted, as by former Acts are appropriated to other Uses.

Whatever Money shall be issued out of the Sinking Fund, shall be replaced out of the first Supplies granted by Parliament.

Upon Repayment by Parliament to the Bank of the said principal Sum of 9,86,800*l.* in full without Deduction, &c. and of all Arrears of the said yearly Sum of 39,472*l.* then, and not till then, the said Annuity shall cease, and be accounted redeemed; and after such Redemption, the Monies, arising from the said Duties for Licences, shall be applied as any future Act shall direct.

If, at any Time after the 25th of March, 1746, Payment be made to the Bank of any Sums not less than one Moiety of the said 986,800*l.* at any one Time, and also of all the Arrears of the Annuity, then so much of the Annuity, as shall bear Proportion to the Monies paid in Part of the whole principal Sum, shall cease, and be understood to be redeemed.

The Company of the Bank may admit, and take in by Sale, Call, or Subscription, or by such other Methods as they shall judge proper, from such Persons, upon such Terms, and at such Times, as they shall approve, for enlarging their present Capital to a Sum not exceeding the further Sum of 9,86,800*l.* additional Stock, over and above what they are impowered to create, by any former Act in that Behalf, and from Time to Time, in a general Court, and from such Times as they shall direct, to order the same, or any Part thereof, to be added to the present Capital of the Bank; from which Time such Monies shall be deemed as Part of the said capital Stock, and shall be proportionably enlarged thereby; and all Persons on whose Account any Monies shall be paid in, as directed towards the said Sum, they, their Executors, Administrators, and Assigns, shall be deemed Members of, and incorporated with, the Company; and shall with the other Members of the Corporation, be taken to be one Body Politic and Corporate, by the Name of the Governor and Company of the Bank of England, subject to the same Rules, and enjoying the same Privileges, with the present Members of the Corporation; and all Executors, Administrators, Guardians, and Trustees, shall be indemnified in making Payments upon such Calls, &c. as aforesaid.

The Capital of the Bank so increased shall be transferrable, in the same Manner as the original Stock was before this Act, and, together with the Produce thereof, shall be free from all Taxes, &c. whatsoever; and the Transfers and Assignments of Stock in the Company's Books shall be liable to no higher Stamp, or other Duties, than are now payable for the same.

The Company of the Bank, and their Successors, shall continue a Corporation, and enjoy all the Privileges, &c. belonging thereto, until the complete Redemption of the said Annuity of 39,472*l.* in as full Manner as the same are specified

specified in an Act of 15 Geo. II. intituled, *An Act for establishing an Agreement with the Governor and Company of the Bank of England, for advancing the Sum of one Million six hundred thousand Pounds, &c.* or in any other Act relating to the said Corporation.

- P. 165. The Bank shall advance to the Exchequer, towards the Supply for the Service of the Year 1746, 1,000,000*l.* upon the Credit of the Duties arising from the Land-Tax and Malt Act, for the said Year, to be paid at such Times, and in such Proportions, as the Treasury shall direct; so that they be obliged to pay no more than 250,000*l.* at any Time, nor without fourteen Days' Notice before each Payment.

Upon Payment of the said Million, or any Part thereof, by the Bank, the Treasury shall make out Exchequer Bills for the same, payable out of the Duties granted by the said two Acts, together with an Interest of four *per Cent. per Ann.* until Repayment of the Principal aforesaid; and the said Bills shall be subject to the Rules prescribed in the last recited Acts which relate to Exchequer Bills thereby authorized to be made forth.

- P. 166. In Case the Bank shall make Failure in any of the said Payments, appointed by this Act to be made into the Exchequer, at or before the Times limited in that Behalf, the same shall be recovered to his Majesty's Use by Action of Debt, or on the Case, &c. in any of the Courts of *Westminster*, &c. in which Suit, &c. the Governor and Company of the Bank of England may be declared indebted to his Majesty, the Monies of which they shall have made Default in Payment, &c. which shall be sufficient; and upon such Action, &c. there shall be further recovered, Damages after the Rate of ten *per Cent.* for the Monies so unpaid, besides full Costs of Suit.

The Bank is to continue a Corporation until the several Annuities established by Parliament are redeemed. 4 Geo. II. C. 9. S. 33.—15 Geo. II. C. 19. S. 13. 16 Geo. II. C. 13. S. 32.—17 Geo. II. C. 18. S. 28.—18 Geo. II. C. 9. S. 33. 19 Geo. II. C. 6. S. 15. and C. 12. S. 59.—20 Geo. II. C. 3. S. 55. and C. 10. S. 45.—21 Geo. II. C. 2. S. 36.—22 Geo. II. C. 23. S. 14.—23 Geo. II. C. 16. S. 11.—28 Geo. II. C. 15. S. 31.—29 Geo. II. C. 7. S. 39.—30 Geo. II. C. 19. S. 51.—31 Geo. II. C. 22.—32 Geo. II. C. 10.—33 Geo. II. C. 7.—1 Geo. III. C. 7.—2 Geo. III. C. 10.—3 Geo. III. C. 12. And by several subsequent Acts for new Loans, to the present Time. It being one of the Clauses of every Bill for raising Money by Annuities payable at the Bank.

In the first Session of the fifteenth Parliament of *Great-Britain*, and in the Month of *June*, 1781, the last Act of Parliament was passed for renewing the Charter of the Bank, upon condition that the Company should lend to Government 2,000,000*l.* at 3 *per Cent.* for three Years, to enable Administration to pay off the like Sum of the Navy Debt. Having now finished what relates to the Stock, I shall describe the Nature of the mercantile Money Transactions at the Bank.

And, first, whoever has a Mind to keep Cash with the Bank, must give a Specimen of his Firm, in a Book kept for this Purpose, and apply to the first Clerk of these Accounts, commonly called the Drawing Accounts, who will give him a Book, wherein his Account is opened, which Book he takes away with him, and for which it is customary to give Half a Crown; the Person will likewise receive a Parcel of Checks, of whose Numbers an Account is taken by him that delivers them out, on which he is to draw on the Bank, as he shall have Occasion.

In the Books, which are of several Sizes, different Columns are adapted for the Entry of Cash, *paid and received*; and also, for the Entry of Bills deposited till due, when they become Cash to be passed forward, which is done the first time the Book is carried to the Bank, after they are received.

Whenever you have any Cash to pay in, you carry it to the Bank, with your Book, in which you have Credit immediately given for it; and on the contrary when you want to pay, you draw the Sum on one of your Checks, in the following Manner.

To

To the Cashiers of the Bank of England.

August the 21st, 1790.

*PAY to Mr. A. B. or Bearer, on Demand, two hundred Pounds, ten Shillings, and two Pence; for Account of* C. D.

£. 200 : 10 : 2.

Which is immediately complied with, and your Account debited in the Bank Books; and whenever you are desirous of having your Account examined, you carry your Book, and leave it for a Day or two in the Accountant's Office; and on your taking it again, you will find every *Draught* you have made, entered, and your Checks returned you, cancelled: And no Money will be paid, either to yourself or your Order, without such a Draught, or what is called a *Write off*, which are printed Slips of Paper, with Blanks left for the Sums wanted, and are always laying, with Pens and Ink, at a Desk in the great Hall, for every one to make Use of at Pleasure. and when filled up are as follows:

August the 21st, 1790.

*WRITE off from my Bank Book, one hundred and fifty-seven Pounds, ten Shillings, and Six-pence.* S. T.

£. 157 : 10 : 6.

Which you give to any one of the Clerks sitting on the left Hand going into the Hall for that Purpose, with your Book, and he debits you the Sum therein desired, and gives you Money or Notes for it, which you please; reserving the *Write-off* as a Voucher.

If you have any accepted Bills payable in *London*, and, to save yourself the trouble, have a mind that the Bank should receive them, you must endorse, and carry them with your Book to the Bank, and have them entered by the proper Clerks, who sit at one End of the great Hall; and after this Deposit, the value will be carefully received, or the Bills duly protested; if the former, their Import will be credited in your Account; if the latter, the Bills will be returned, and the Charges of protesting debited to you.

If you would have the Bank pay any Bills that are drawn on you, you may accept them payable at the Bank; and in this case, you must, before they fall due, give the Bank an Order to pay them when presented, advising their Contents, from whence, and by whom drawn, &c. or you may, at the Time of Acceptance, write an Order on them to the Cashiers, as a Draught, to pay them when due, though, besides this, a separate Order must be left there for their Discharge.

The Bank will discount Bills for any Sum, if the Holders and Acceptors are to the Directors' Satisfaction; the foreign ones after the Rate of four, and *Ireland* at five *per Cent. per Ann.* and in Order to get this Transaction effected, you must describe the Bills on a Slip of Paper, with your's and the Acceptor's Names, and deliver it, with the Bills, to a Clerk who attends for this Purpose in the same Office where the Checks are delivered, and he carries it to the Committee, who either accept or reject the Proposal, without assigning any Reason for their Behaviour; if the former, the Money is immediately paid you by the proper Clerk, with a Deduction of the Discount.

The Bank will receive by Way of Deposit, from any Person keeping Cash with them, Bullion, foreign Specie, Jewels or any such Effects that are not bulky, and take Care of them till called for; but they will give no Receipt with them, nor otherwise oblige themselves to be answerable for their Safety; as they charge nothing for their Clerks' Attendance, either at their Receipt or Delivery, nor for the Deposit; but they are sealed up, and ticketed with the Name of their Owners, &c. who may receive them in the same Form they were delivered whenever they think proper.

No

No Body is obliged to pay a personal Attendance for any Transaction with the Bank, but may send another with their Book for Entries, &c. as most Merchants do their Clerks; and all possible Dispatch is given to every one in their Turn.

The Bank, besides discounting Bills, will advance Money on Government Securities, or on a Deposit of foreign Specie, or Bullion, but never on Jewels or Estates; and they will likewise buy Gold and Silver Bullion, after assaying, Spanish Dollars, &c. though seldom at so high a Price as private Purchasers, these latter often buying for their own use, but the Bank by Way of Merchandise, on which a Profit is expected.

The Business of this Corporation was for many Years carried on at *Grocers-Hall* in the *Poultry*, though the first Subscription was taken at the *Mercers* in *Cheapside*, whilst the other was getting ready, till they erected the spacious Pile they at present occupy, in *Threadneedle-Street*, where Offices are appropriated for every Branch of their Employment; their Cash, Notes, and every Thing of Value, are preserved in the subterraneous Vaults, to guard them from Fire, and the whole Building secured by very strong substantial Fastenings; and since the dreadful Riot in the Month of *June 1780*, when an Attempt was actually made to break in and rob the Bank, a military Guard has been appointed to do duty Day and Night, as regularly as in a Garrison; the Church adjoining to the Bank, called *St. Christopher le Stocks*, having been purchased under a special Act of Parliament, and pulled down, for the Purpose of enlarging the Building, and erecting a Guard-house and Barracks for the Military nightly guard; which Works have been completed in a superb Manner; and in the best Style of modern Architecture.

Here it may be proper to observe, that the publick Creditors of the Nation, whose Accounts are kept in Books at the Bank, need not be under any future Apprehension of Loss or Confusion arising in their respective Accounts from Accidents happening to them at the Bank. For, as the Directors of the Bank only undertake the Management of the publick Funds, that is to say, the Transfers, paying of Interest, &c. for Government, at their Office, for the Convenience of the publick; duplicates of all the Books are deposited in his Majesty's Exchequer at *Westminster*.

The Corporation is under the Management of a Governor, Deputy-Governor, and twenty-four Directors; of which latter, three attend from ten o'Clock till twelve, Sundays and Holidays excepted, for fourteen Days together, and are then succeeded by the like Number for the same Term, till the whole have taken their rotation; and *Thursday* being their Court Day, the Governor, Deputy, and all the Directors meet, except such as are out of Town, or are hindered by Sickness, as they are very punctual and exact in their Attendance on the Business of the Corporation; for which the Governor has 200*l.* the Deputy 200*l.* and each of the Directors 150*l. per Ann.* They are chosen yearly by a general Court, out of the principal Proprietors of Bank Stock, and are always gentlemen of large Fortunes, but more respected and esteemed for their strict Adherence to Integrity and Honour.

The Qualification of the Governor is 4000*l.* of the Deputy-Governor 3000*l.* and for the Directors 2000*l.* Bank Stock, and that a Person may be privileged to vote at their Election, he must possess 500*l.* of the said Stock.

As for the Clerks, the Regularity of their Attendance is secured by excellent Rules; amongst others, they are obliged to enter their Appearance, at nine o'Clock every Morning, in a Book kept in the great Hall for that Purpose, which Book is carried into the Parlour to the sitting Directors every Day, and if any are found missing, Enquiry is made if they are absent the whole Day, or any Part of it, and if proper Reasons are not assigned for the Failure of an Hour's Attendance, a Fine is imposed. Sufficient Security to the Amount of 1000*l.* is likewise taken for their Fidelity; and in Justice to those Gentlemen, it ought to be recorded, that their Celerity and Exactness in the Dispatch of Business, cannot be equalled by any Set of Men of the same Denomination in any of the other publick Banks in *Europe*.

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From the preceding Account of the Bank's Establishment and Direction, it will readily be seen how much easier Affairs are transacted here than in any one of those established in foreign Countries; in ours, no Fines are extorted, no personal Attendance required, nor any Delays occasioned by shuttings-up, or Non-Attendance in the Afternoon, as the Bank of *England* is never shut but three Days in a Year, *Sundays* excepted, and transacts Business from nine in the Morning to three in the Afternoon, when that of the Day ends, as to the Receipt and Payment of Money; though the Clerks have still about half, or three quarters of an Hours Employ to balance the Transactions of the Day, which after the aforesaid Hours, they immediately apply themselves to perform. Here is no Obligation laid on any one to pay in Bank Money, or to be satisfied with Bank Notes; but every one is at Liberty to insist on Payment in the current Coin of the Kingdom: Yet, as the former are the readiest Payment, and a few Minutes may convert them into Cash, they are commonly preferred, especially for any large Sum; so that our Bank, compared with the most celebrated and best of the foreign ones, must in every Shape be preferred by the Mercantile Part of Mankind, as well as by those Gentlemen whose large personal Estates would make them at a Loss sometimes for a Place of security, if there were no Bank subsisting to serve them. And if the Comparison with the best abroad places ours in so advantageous a Light, what shall we say, when we reflect on the shocking Consequences of those unstable and disreputable Banks, particularly the *Caisse d'Escompte* erected of late in *France*, where the fatal Effects are felt to this very Day? How ought every *Englishman* to thank Providence for his Lot, in being a Native of a Country secured by the most wholesome Laws, under the Government of the best of Kings, and where every individual enjoys his property unmolested!

### Of Bankers.

THIS is an employment of great Antiquity, for there was a Species of it among the *Romans*, though very different in the Exercise of it from what the Practice is at present; in that famous Empire, they were deemed publick Officers, who as one may say, united the Offices of Exchangers, Brokers, Commissioners, and Notaries, all in one; negotiating Exchanges, undertaking Trusts, intervening in Purchases and Sales, and dextrously managing all the necessary Acts and Writings of so many different Functions.

The Bankers of the present Times differ very widely from the above description, as those in foreign Parts do even now from the *English*. However, it must be acknowledged that the Bank of *England* does not, in all Respects, correspond with the Idea of a national Bank; if it did we should have no Occasion for the Business of private Banking, of which we are to treat in this Chapter. The discretionary Power lodged in the Hands of the Directors of the Bank of *England*, admits a Possibility of Partiality in the great Business of discounting, which may limit its Utility, and cramp mercantile Credit; and this should never be the Case in a commercial Country. Upon some occasions they have even suspended discounting for a Time, whereas a general national Bank ought to lay no Restraint whatever, if the Bills offered are good; that is to say, drawn by a known responsible Man on Persons of like Responsibility, and endorsed by one or more of the same Description. The only Argument that can be brought against making the Bank of *England*, a general national Bank, to answer all the Purposes of Banking is, the Multiplicity of Business they are already engaged in for Government, on Account of the national Debt, in Addition to the common Business in the Circulation of Cash and Notes. And certain it is, that by using proper Precautions, the following Class of Men may be made nearly as useful as a national Bank. In *France*, *Holland*, &c. they may more properly be termed Remitters, as the principal Part of their Business consists in negotiating Exchanges; Mr. *Savary* calls them Merchants, Traders, or Dealers in Money, who make Contracts, and Remittances thereof, and confine themselves to such Transactions only: We have also some Gentlemen of great Fortune, who act on the same Footing here in *England*; but when we speak of an *English* Banker,



ker, he is always to be understood as one acting in a different Character and Manner from those last mentioned; as these limit their Traffick to what may properly be called Banking; their Dealings being similar to the Bank's, and their Advantages arising from the same Negotiations, only in a more limited Degree; for their Shops are the Depositories or Receptacles of their Customer's Money, which is paid in and drawn out by the Proprietors, as in the Bank, at their Pleasure; and the Bankers will also discount Bills, and advance Money on such Securities as the Bank does, from which their Business differs not materially, and though they have no publick Stock as the Bank has, the Profits arising from their Negotiations are their own.

Bankers are generally Gentlemen of large Estates and monied property, and though some have unhappily failed, it is an uncommon Catastrophe, the Business being certainly as lucrative as it is genteel.

The Denomination was in England first given to some monied Goldsmiths, in the Reign of King Charles the second, as will appear by the following Paragraph in an Act of Parliament made the 22d and 23d of that Prince's Reign, viz. *Whereas several Persons being Goldsmiths, and others, by taking up or borrowing great Sums of Money, and lending out the same again for extraordinary Hire and Profit, have gained and acquired to themselves the Reputation and Name of Bankers, &c. and their Business, as has already been said, is copied by the Banks in all Parts, though with very considerable Additions and Improvements.*

By 6 Anne, C. 22. S. 9. during the Continuance of the Bank of England, no Company of private Bankers are to exceed six in Partnership.

The Business of private Banking having increased considerably of late Years, and the Lists of Bankers not only in London, but in every capital City and Town in Great-Britain, amounting to four Times the Number that subsisted when the last Edition of this Work was published, it is our indispensable Duty to enlarge a little on so interesting a Subject.

The Principle upon which the publick Credit of Great-Britain has been enlarged and supported, has been the free Circulation of Paper-money; whether consisting of Credit given in Books of Account for Annuities of various Denominations in Consideration of Sums of Money in Specie paid for them; or in Exchequer, Navy, or other Bills, Bonds, &c. being Government Securities. Also in maintaining and encouraging the Acceptance of Bank Notes as equal in Value to their Amount in the current Coin of the Nation; thereby making such Paper-money, as much the Medium of our Exchanges with each other, and even with some foreign Countries, as Gold and Silver.

Private Persons, availing themselves of the same principle, have been enabled to throw into the commercial Circulation of the Kingdom, their own Notes, Bills, and other Paper Securities, and on this Basis a great Number of Banking Houses have of late Years been established; a certain Quantity of Specie however, proportioned to the Extent of their Paper Credit is requisite for each House, that they may be ready to answer all Demands for Specie, where it is required to be given in Exchange for Bills become due; for their own Notes issued payable on Demand; or for the Draughts of their Customers who have deposited Cash in their Hands. We therefore plainly perceive in the first Instance, that Bankers ought to be Men of considerable Property.

Now let us state their great Utility to Merchants, Shopkeepers, and many other Classes of the People. In the first Place, they will frequently discount Bills for Merchants and Tradefmen, their Customers, which the Bank from the Smallness of the Sums, or from the Security not being generally known or acknowledged, will reject. If the Banker is satisfied that his Customer for whom he discounts is a Man of considerable Property, it is a secondary Object only with him, whether the Bills are drawn upon or accepted by Persons equally responsible. And as the Banker's Profit consists in making as much Interest of the Monies laying in his Hands uncalled for, as possible, without Loss of Time; discounting of course must constitute a great Part of his Business. And, if there were not a great Number of Bankers always ready to discount the Bills that are circulated in Trade, commercial Credit would be stagnated,

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stagnated, and the trading Part of the Nation would be thrown into a State of Anarchy.

In many Trades, great Part of the Business is transacted by Notes or Bills drawn to become due at remote Periods—three, six, nine, and twelve Months after Date. If the Holder of these could not convert them into Cash, it would be impossible for him to go on, because his Workmen must be paid weekly in Cash. To exemplify this in one Instance—A Bookseller employs a Printer and pays him with his Note of Hand at three Months after Date; he is perfectly satisfied with this Transaction; but, if he receives Payments chiefly in this Manner, he must have an immense Fortune indeed to be able to pay all his Workmen weekly in Cash. But by discounting, the Matter is easily settled, and the Interest he pays for the Advance of the Money must be computed and deducted from his Profit, which however will always bear a Proportion to this Circumstance.

But there is another Superstructure of private Credit, built upon the Principle of publick Credit.—What is become of the immense Sums raised by *Three and Four per Cent. consolidated Bank Annuities* and other Government Securities?—expended long since in our Wars; but while the annual Interest of the nominal Capitals is regularly paid, and that a Price can be had at Market for the principal itself, through the Medium of *Transfer-books*; publick Credit supplies the Place of Non-Payment of the Principal in Specie. Thus a Number of Persons in different Parts of the Kingdom, or even in different Parts of so large a Metropolis of *London*, agreeing to draw upon each at distant Dates, and having a certain Degree of commercial Credit, may, by the Means of Discount, raise astonishing Sums of Money, to answer temporary Purposes, and provided that from the Profits of Commerce, or even the Sale of Merchandizes arriving from foreign Countries within the given Time, they can be answerable in Specie for each other's Draughts, all will be well, and this System of Credit may be not only strictly just, but necessary and expedient for the support of Commerce under certain Circumstances. For Instance a Merchant may be in Expectation of valuable Cargoes from a distant Country, and in Time of War the Delay of Convoys, and other Incidents, may impede their Arrival till some Months after the Time he had rationally calculated. In the Interval pressing Demands come upon him from the Manufacturers of Goods he has exported to the Country from which he expects his Return with Profits in valuable Imports. If a Friend lends him his Paper for three Months, that is to say, allows him to draw upon him, and that Friend is a Man of established Credit, whose Paper his Banker will discount—here is a Difficulty removed—perhaps the Failure of a good Man prevented.

So far, no Mischief has arisen, but on the contrary a Benefit has been conferred, [to which no solid Objection can be made. But unhappily this Circulation of good Paper, upon justifiable Emergencies, has opened a Door to an extensive Circulation of bad Paper, upon the worst Principles; and as Bankers of all other Persons are most liable to be imposed on, and, if they are dishonest, to impose upon others, an Explanation of this Species of spurious Credit, properly belonged to this Chapter.

But as accommodation Bills to a considerable Amount have lately occasioned some remarkable Law-suits, and embarrassed the Courts of Justice to such a Degree; that their Decisions are likely to become the Subjects of Appeal to the supreme Tribunal of the *British Empire*, the House of Lords, for whose final deliberation and Determination a Case is preparing by the Judges; we shall enlarge upon this Species of *Bills of Exchange*, under that Head.

Taking it for granted that the Bankers, being Men of great Experience, will take as much Care of themselves as possible, we shall only mention, for the Information of the Publick at large, that Detractions have been made of late Years of Persons who have subsisted entirely upon the Circulation of Paper Money, by drawing upon each other, and converting Part of the Money so raised, by discounting or passing their Bills with Tradesmen, to their own Use; and when their Credit has failed, which must inevitably be the Case sooner or later, they have absconded. To leave no Doubt upon the Mind of any Per-

son whom this may hereafter concern, it is necessary to explain, that by increasing the Sums drawn for, they have been enabled to live upon Part of the Spoils for one, two, or three Years, and at the Close, when perhaps they have escaped to the Continent, it is a general Sweep of the whole Amount of the said Bills they could get discounted.

With Respect to the Power of Bankers to commit Frauds of this Nature, we shall state it only as a Power, which they certainly may, but we do not know that any of them have ever exercised, and which we hope they never will. A Combination of a Banker with one or more of his Customers, or with some Country Bank, may enable him to raise Money upon Bills drawn upon him to a considerable Amount. It should, therefore, be a Rule with all Persons, keeping large Sums in the Hands of Bankers, to enquire, *first* into the Solidity of their Capital. *Secondly*, how they employ the Balances that remain with them—that is to say, the Difference between their Receipts and Disbursements—for it will readily be perceived that if the former did not exceed the latter considerably, they could not subsist. If these Balances are vested in Government or other good Securities, readily convertible into Cash, at a short Notice, to answer extraordinary Calls, such Bankers may be confided in; but, if they are liable to be paid away to settle Losses in Stock-jobbing Accounts, their Customers are in great Jeopardy.

The last Convenience I shall mention of private Bankers, is, that Tradesmen sleep in Security, without the Dread of Fire or Thieves, who lodge their Money, above their petty Cash, in their Hands, which some do every Evening. The Houses and Vaults of Bankers being secured in an extraordinary Manner, and properly guarded, which cannot be the Case generally, with the Habitations of private Citizens.

Bankers will lend Money on Plate, Jewels, Title Deeds of Houses and Lands, and other similar Securities, such as the Receipts for Subscriptions to Government Loans, &c. when they are well acquainted with the Owners.

### Of Usury.

3 Inst. 151. **IT** is literally defined to be Money given for the Use of Money, or the Gain of any Thing by Contract, above the Principal, or that which was lent exacted in Consideration of the Loan, whether it be of Money or any other Thing.

Some declare Usury to be an Exaction of Profit for a Loan made to a Person in Want and Distress; and Mr. Malynes in his *Lex Mercatoria* terms it a Biting, from the Etymology of the Hebrew Word *Nesbech*, by Mr. Humphreys in his Annotations on *Nesbech*, which he supposes a general one for *Usury*; but after all, it properly consists in extorting an unreasonable Rate for Money, beyond what is allowable by Law.

3 Inst. 151, 152. The letting Money out at Interest, or upon Usury, these being formerly regarded as synonymous Terms, was against the Common Law; and in Times past, if any one after his Death was found to have been an Usurer, all his Goods and Chattles were forfeited to the King, &c. and according to several ancient Statutes, all *Usury* was unlawful; but now, neither the Common nor Statute Law absolutely forbid it.

On the contrary, a reasonable, that is a lawful, Interest may be taken for Money. And how can it possibly be otherwise, when Government itself pays several Rates of Interest, half-yearly, to publick Bodies of Men; and private Individuals, for immense principal Sums borrowed at various Times, from the Publick at large, for the exigencies of the State, in Times of War. The Stat. 27 Hen. VIII. Cap. 9. allowed ten *per Cent.* for Money lent on Mortgages, &c. which was revived by 13 Eliz. Cap. 8. and 21 Jac. I. Cap. 17. ordained eight *per Cent.* The 12 Car. II. Cap. 13. lowered Interest to six *per Cent.* and 12 Ann. Cap. 16. to five *per Cent.* at which it has remained fixed ever since.

Harv. 256. It hath been adjudged on this last Statute, that a Contract for six *per Cent.* made before the Statute, is not within the Meaning of it; and therefore that it was still  
1 Mod. 60.

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still lawful to receive such Interest, in Respect of such a Contract. And if a Man, when Interest was at six *per Cent.* lent Money at that Rate, and after the Statute comes and sinks the Interest to five *per Cent.* if he continues the old Interest on that Bond, the Bond shall not be void as *usurious*, but it is said the Party shall be liable to forfeit treble Value.

The Receipt of higher Interest than the Law allows, by Virtue of an Agree-<sup>Hawt. 246.</sup> ment subsequent to the first Contract, doth not void an *Assurance* fairly made; <sup>1 Mod. 60.</sup> and a Bond made to secure a just Debt, payable with lawful Interest, shall not be avoided by a corrupt *usurious* Agreement between others, to which the Obligee was no Ways privy; nor shall Mistakes in drawing Writings make void any fair Agreement.

If the original Contract be not *usurious*, nothing done afterwards can make it so; and a counter Bond, to save one harmless against a Bond made upon a corrupt Agreement, will not be void by the Statutes; but if the original Agree-<sup>2 And. 418.</sup> ment be corrupt between all the Parties, and so within the Statutes, no Colour will exempt it from the Danger of the Statutes against *Usury*. <sup>3 Shep. Abr. 470.</sup>

A Fine levied, or Judgement suffered, as a Security for Money, in Pursuance of an *usurious* Contract, may be avoided by an Averment of the corrupt Agreement, as well as any common Specialty, or parole Contract. And it is not material whether the Payment of the principal and the *usurious* Interest be secured by the same, or by different Conveyances; for all Writings whatsoever, for the strengthening such a Contract, are void. Also a Contract reserving to the Lender a greater Advantage than allowed, is *usurious*, if the whole is allowed by Way of Interest, or in Part under that Name, and in Part only by Way of Rent for a House let at a Rent plainly exceeding the known Value; so where Part is taken before the End of the Time, that the Borrower hath not the Profit of the whole principal Money, &c.

By Holt C. J. If *A.* owes *B.* 100*l.* who demands his Money, which *A.* acquaints him he hath not ready, but is both willing and desirous, to pay it, if *B.* can procure the Loan from any other Person; and thereupon *B.* having present Occasion for his Money, contracts with *C.* that if he will lend *A.* 100*l.* he will give him 10*l.* on which *C.* lends the Money, with which the Debt is paid to *B.* this is a good and lawful Contract, and not *usurious*, between *B.* and *C.* <sup>1 Harw. P. C. 252.</sup>

It is not *Usury* if there be not a corrupt Agreement for more than Statute Interest; and the Defendant shall not be punished, unless he receive some Part of the Money, in Affirmance of the *usurious* Agreement. <sup>2 Salk. 390.</sup>

There can be no *Usury* without a Loan; and the Court hath distinguished between a Bargain and a Loan. <sup>1 Lutw. 273. Sid. 27.</sup>

If a Man lend another 100*l.* for two Years, to pay for the Loan 30*l.* but if he pays the Principal at the Year's End, he shall pay nothing for Interest; this is not *Usury*, because the Party may pay it at the Year's End, and so discharge himself. <sup>2 Cro. Jac. 509. Rep. 69.</sup>

And it is the same, where a Person by special Agreement, is to pay double the Sum borrowed, &c. by Way of Penalty for Non-payment of the principal Debt; the Penalty being in Lieu of Damages, and the Borrower might repay the Principal at the Time agreed, and avoid the Penalty. <sup>2 Inst. 89. 2 Rol. Abr. 801.</sup>

A Man surrenders a Copyhold Estate to another, upon Condition that if he pays 80*l.* at a certain Day, then the Surrender shall be void; and after it is agreed between them, that the Money shall not be paid, but that the Surrenderer shall forfeit, &c. in Consideration whereof the Surrenderer promises to pay to the Surrenderer, on a certain Day, 60*l.* or 6*l.* *per Annum*, from the said Day, *pro usu & interesse damnorum*, and not *lucri*, and but limited as a Penalty for Non-payment of the 60*l.* as a *Nomine Pene, &c.* <sup>2 Roll. Rep. 469. 1 Durno. Abr. 44.</sup>

On a Loan of 100*l.* or other Sum of Money for a Year, the Lender may agree to take his Interest half-yearly or quarterly, or to receive the Profits of a Manor or Lands, &c. and be no *Usury*, though such Profits be rendered every Day. <sup>2 Cro. Jac. 26.</sup>

If a Grant of Rent, or Lease for 20*l.* a Year of Land which is worth 100*l.* *per Annum*, be made for 100*l.* it is not *usurious*, if there be not an Agreement that



that this Grant or Lease shall be void upon Payment of the Principal and Arrears, &c.

1 *Cro.* 27.  
2 *Lev.* 7.  
119.

But if two Men speak together, and one desires the other to lend him 100*l.* and for the Loan of it he will give more than legal Interest; and to evade the Statute, he grants to him 30*l.* *per Annum*, out of his Land, for ten Years; or makes a Lease for one hundred Years to him, and the Lessee regrants it, upon Condition that he shall pay 30*l.* yearly for the ten Years; in this Case it is *Usury*, though the Lender never have his own 100*l.* again.

4 *Step.* Abr.  
170.

A Man granted a large Rent for Years, for a small Sum of Money; the Statute of *Usury* was pleaded; and it was adjudged, that if it had been laid to be upon a Loan of Money, it had been *usurious*, though it is otherwise if it be a Contract for an Annuity.

3 *Nels.* 510.

If one hath a Rent-Charge of 30*l.* a Year, and another asketh what he shall give for it, and they agree for 100*l.* this is a plain Contract for the Rent-Charge and no *Usury*.

*Cro. Jac.* 153.  
2 *Lev.* 7.  
See 1 *Sid.*  
182.

The Grant of an Annuity for Lives, not only exceeding the Rate allowed for Interest, but also the Proportion for Contracts of this Kind, in Consideration of a certain Sum of Money, is not within the Statutes against *Usury*; and so, of a Grant of an Annuity on Condition, &c.

2 *Cro.* 208.  
508.  
1 *Cro.* 27.  
*Shew.* 8.

Where Interest exceeds 5*l.* *per Cent.* *per Annum* on a Bond, if possibly the Principal and Interest are in Hazard, upon a Contingency or Casualty, or if there is a Hazard that one may have less than his Principal, as when a Bond is to pay Money upon a Return of a Ship from Sea, &c. these are not *Usury*.

*Cartw.* 67.  
68.  
*Comberb.* 125.

Though where B. lends to D. 300*l.* on Bond, upon an Adventure during the Life of E. for such a Time; if therefore D. pays to B. 20*l.* in three Months, and at the End of six Months the principal Sum, with a further Premium at the Rate of 6*d.* *per Pound* a Month; or if before the Time mentioned E. dies, then the Bond to be void; this, differing from the Hazard of a *Bottomry* Bond, was adjudged as an *usurious* Contract.

3 *Salk.* 391.

One Hundred Pounds is lent to have 120*l.* at the Year's End, upon a Casualty; if the Casualty goes to the Interest only, and not the Principal, it is *Usury*: The Difference in the Books is, that where the Principal and Interest are both in Danger of being lost, then the Contract for extraordinary Interest is not *usurious*; but when the Principal is well secured, it is otherwise.

2 *Cro.* 509.

A Person secures the Interest and Principal: If it be at the Will of the Party who is to pay it, it is no *Usury*.

2 *Cro.* 677.

3 *Cro.* 501.

And a Lender accepting a voluntary Gratuity from the Borrower, on Payment of Principal and Interest, or receiving the Interest before due, &c. without any corrupt Agreement, shall not be within the Statutes against *Usury*. Yet, this is a shameful Encouragement to monied Sharpers, who may receive, by Way of *Douceur*, a fourth Part of the Amount of the Principal lent; from extravagant Youth, under the Pressure of extreme Want, and the immediate Dread of a Gaol.

4 *Lev.* 43.

And if one gives an *usurious* Bond, and tenders the whole Money, yet if the Party will take only legal Interest, he shall not forfeit the treble Value by Statute.

*Raym.* 191.

On an Information upon the Statute of *Usury*, he who borrows the Money may be a Witness after he hath paid the Money.

*Lutw.* 466.

2 *Lill.* 672.

3 *Nels.* 514.

In Action for *Usury* the Statute against *Usury* must be pleaded, and a corrupt Agreement set forth: It is not sufficient to plead the Statute, and say that for the lending of 20*l.* the Defendant took more than 5*l.* *per Cent.* without setting forth a corrupt Agreement or Contract.

1 *Hutk.* 248.

And in pleading an *usurious* Contract by Way of Bar to an Action, the whole Matter is to be set forth specially, because it lay within the Party's own Privy; but in an Information on the Statute, for making such a Contract it is enough to mention the corrupt Bargain generally, by reason Matters of this Kind are supposed to be privily transacted; and such Information may be brought by a Stranger.

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In Case of *Usury*, &c. an Obligator is admitted to aver against the Condition of a Bond, or against the Bond itself for Necessity's Sake.

*Psalm. 6. 11.  
and M. B. R.*

The Word *Corruptive* is necessary in a Declaration for *Usury*, &c.

*Usury* has been decried in all Ages, both by *Jews* and *Christians*; the former were by their Laws prohibited to take it of their Brethren, though *Moses*, as *Sir Josiah Child* supposes, for a political Reason, permitted them to receive it from Strangers, as a sure Means of enriching the *Hebrews*; and though any Share of Interest, or *Usury* was ill thought of by the Fathers and others, in the first Ages of Christianity, it has for some Time past been esteemed rather an Advantage than a Detriment to a trading People, and consequently been encouraged, though with proper Limitations, by the Legislature; a lawful Interest has therefore now lost the Name of *Usury*, which is only continued to those illegal Exactions that are the Ruin of many, when Extortioners find Means to evade the wholesome Laws subsisting between them, and prey upon the Necessities of their poor Neighbours: These may justly be said greedily to drink up the Widows' and Orphans' Tears; and we have too many of such Miscreants among us, who being lost to all Sense, not only of Religion, but even of Humanity improve the Opportunity of the pressing Necessities of others, to their own Advantage, and grow rich and opulent upon the Spoils and Destruction of their fellow Creatures.

All the Exertions of the British Legislature have hitherto been ineffectual to suppress the Practice of exorbitant usurious Contracts, for the Loan of Money to distressed Individuals. Various Stratagems are contrived by the Money Lenders, who advertise in the publick Newspapers, to take Advantage of the Prodigal and the Unfortunate. The most common Method, which we introduce here as a Caution, is to stipulate for a Premium, which they will oblige the Borrower to pay back on the Instant, together with a year's Interest in Advance, and then they take the Security, whether Bill, Bonds, or Assignments of Land or Houses, for the specifick Sum lent. Thus, if you apply to them for the Loan of 100*l.* for a Year, they will demand a Premium or Consideration, and if the Security is only personal, you will hardly obtain it under 20*l.* Having agreed to this exorbitant Demand, and your Bond or Note for 100*l.* being prepared, that Sum is laid before you, and you are directed by the Money-Lender, or his Agent, to return 20*l.* and 5*l.* for the Year's Interest, this being done, you deliver the Security for 100*l.* and carry away only 75*l.* If you are not ready to discharge the Debt at the Expiration of the Year, it is possible, by granting a fresh Note or Bond for 120*l.* you may obtain the Loan of the original Sum you have received, viz. 75*l.* for another Year, at the End of which, you will have to pay 125*l.* including the last Year's Interest, which is exactly 50*l.* for the Use of 75*l.* for two Years.

Extravagant as the above Contract may appear, it falls infinitely short of some Cases which within these few Years have come before the Courts in *Westminster-Hall*, for Recovery of the Securities given for Money so lent. For in some, very large Sums were lent to young Gentlemen of Rank and Fortune, and the greatest Part was to be taken in Goods, the Lender not having so much Cash in Hand; the Goods were taken up of a Friend of the Lender, and as a young Nobleman could not know what to do with Linens, Silks, Drugs, China, &c. a third Person in the Confederacy, was recommended to buy them of him, perhaps *thirty per Cent.* under the Estimate at which they were delivered to him in Lieu of Cash. In one Instance, it appeared that a young Baronet had received no more than 900*l.* in Cash, Part of it being the Produce of Goods, Estimated at 1000*l.* and Sold for his Account at 700*l.*; for a landed Security, to repay 2000*l.* the Premium and the Loss upon the Goods absorbing the Remainder.

It is necessary, however, in this Place, to inform those numerous Cormorants who prey upon the Necessities of Mankind, that under a Statute of Bankruptcy a strict Scrutiny will be made into the Nature of the Contracts, by which they claim as Creditors, and that our present discerning and upright Chancellor will not suffer their Debts to be proved, if it appears that they are founded on usurious Contracts.

A Debt

*Ex parte Skip-*  
*per, 4 Bro. 479.*

A Debt made void by Statute ought not to be permitted to be proved, as a Debt on an usurious Contract; and though the Rule of the Court of Chancery, is, upon a Bill to be relieved against Demands of usurious Interest, not to make void the whole Debt, but to make the Party pay what is really due; in a Commission of Bankruptcy, the Assignees have a Right to insist that the whole Debt is void, as an usurious Contract. And unless the Assignees and other Creditors submit to pay what is really due, the Lord Chancellor has not Power to order it, and Applications of this Nature have been frequently refused.

*Ex parte Thom-*  
*son, 1 Atk. 125.*

Accordingly, where *A.* gave a Note of Hand without Consideration, payable to *B.* two Months from the Date for 100*l.* *B.* indorses it over to *Thompson*, allowing a Discount of a Guinea and a Half, being at the Rate of 9 per Cent. When the Note became Due, *Thompson* took a joint Bond from the Drawer and Indorser for the 100*l.* though he paid only 98*l.* 8*s.* 6*d.* The Commissioners had admitted him as a Creditor under a Commission against the Drawer, but finding out this Fact afterwards, they ordered his Dividend to be stopped. The Lord Chancellor, upon his Petition would not direct him to be admitted to his Dividend, but ordered an Issue at Law, to try whether the Bond was usurious.

But whatever might be the Event of the Issue directed by the Court in this Case, it should seem that if the Contract was originally usurious, it is void, and cannot be proved ever in the Hands of an innocent Indorsee; for upon an Action brought on such a Note, the Defendant's Plea of Usury would be a complete Bar. *Cook's Bankrupt Laws*, 2d. Edit. London, 1788.

Having now seen how the Law stands in our own Country, let us take a concise View of the Regulations established on the Continent, to prevent the pernicious Consequences to Society of this selfish Vice.

Usury is strictly prohibited in all Christian Countries, and in many, Banks have been set up, with Funds to let out on Pawns, for those whose Necessities required such Assistance, and to prevent by this Means the prevailing iniquitous Practice of Usurers; of this Number was our ill-conducted Charitable Corporation here, and that still subsisting at *Amsterdam*, under the Title of the *Lombard*, as being first instituted by those People, or *Bank of Loans*, which is a spacious Building erected for a Warehouse, in 1550, by the Overseers of the Poor, who assigned it in 1614 to the City, for the Purposes afore-mentioned; where every one who is in want of Cash may have it, on any Pawns he shall bring there, as none are refused, though never so vile or valuable, provided they are saleable; so that every Thing will be received, from Jewels of a great Price, to the least Particular of Cloaths or Furniture; and the Interest on the Loan is paid in the following Manner, *viz.*

For what is under 100 *Guilders*, a Penning per *Guilder* is paid Weekly, which is after the Rate of 16 1-4th per Cent. per Annum.

From 100 to 500, is paid an Interest of 6 per Cent. per Annum.

From 500 to 3000, there is paid 5 per Cent. per Annum.

And from 3000 to 10,000, or above, only 4 per Cent. per Annum is paid.

Whoever have brought in their Effects may retrieve them whenever they please, on returning the Sum they have received, with the Interest to the Day of their taking them back; though with this Exception, that as the Interest is to be paid Monthly, that of the Month entered on must be satisfied; but to avoid this, the Debtor must take Care to free his Goods exactly at the Month's End.

If those, who have brought in their Pawns, neglect to free them at the Expiration of a Year and six Weeks, or that they do not prolong the Time of Payment, by satisfying the Interest of the past Year, the *Lombard* sells them by Auction, and reserves what they produce more than the Sum lent, Charges and Interest deducted, at the Disposition of the Proprietors; but if they do not reclaim the said Surplus in a Year after, it is given to the Poor Houses, and cannot then by any Means be regained.

For the Convenience of those who are desirous of being unknown, and therefore do not Care to carry their Effects themselves to the *Lombard*, there are several small Offices established in the City, with this Inscription before the

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Door—*Hier gaatmen in de Bank van Leeninge*; that is, *Here they go to the Lombard, or Bank*. The People established in these Offices take an Oath to the *Lombard*, and are obliged to carry in there daily, the Effects that are brought to them, under Penalty of Cassation and being fined; the *Lombard* pays them eight Stivers *per* every 100 Guilders that it lends on the Effects that they bring in: These People take Care to carry the Goods to the *Lombard*, where they pawn them in their own Names, and deliver the Money to him who brought them to them, with a Note from the *Lombard*, that contains the Name of the Commissary, the Quality of the Thing upon which the Money is taken, and the Sum advanced on it.

If this Note happens to be lost, and the Proprietor would reclaim his Goods, and restore the Sum borrowed, he is not believed on his bare Word, nor will the Effects be delivered to him, without his giving good Security to return them, if it is found that the Note has been made over to another, who comes afterwards to demand them; but if, on the Note's being lost, any one finds it, or even if it is stole from the Owner, and he that has found it, or stole it, carries it, and demands the Effects, and pays the Loan before the Proprietor perceives that he has lost it, the *Lombard* always delivers them to the Bearer, without Enquiry whether he is the real Proprietor or not; and the true one has forfeited the Right he had to reclaim his Effects from the Bank.

The publick Sales made in this House, are made during three Days in every Week. All Sorts of Persons are admitted to the Auction, and those which are known, have three Months' Credit, particularly for Diamonds and other Jewels.

If it happens, as in Effect it does very often, that the Goods, Merchandise, or Jewels, brought to the Bank, have been stolen, and their Owners have discovered it, they may reclaim them, on proving the Theft, giving Security for their Value, and returning the Sum that has been lent on them.

All the *Lombard's* Officers are paid by the City, of which some are established to controul and value Clothes or Furniture, others upon Merchandise, and others upon Jewels and Plate, for the Reception of which there are three Warehouses, and the Appraisers are answerable for the Price at which they have valued the Things that are brought in; in Case they are sold for less than the Valuation, which they have put on them.

The Sums that the *Lombard* have Occasion for, are drawn from the Money Bank, and all the Profit it produces is destined for the Support of all, or the greatest Part of the Hospitals, by which Method the Bank's Cash, which would otherwise lie useless, is of great Benefit to the Poor, without the publick Security being in any respect concerned.

Of these *Lombards* there were some established formerly in many Parts of the *Low Countries*, and one particularly at *Bruges in Flanders*, where Money was lent on Pawns without any Interest at all; and in several Cities of *Italy*, there were, and still are, several Banks of Charity, called *Montes Pietatis*, where Cash is lent on Pledges, for which only an Interest of three or four *per Cent. per Annum* is required, to pay the Salaries, &c. of the Assistants, and whose Funds have been settled by the charitable Donations of many, who have contributed largely to the Poor's Relief in this Shape; and these different Ways and Means have been thought of, and carried into Execution, purely to prevent that execrable Sin of *Usury*, and common Pawn-broking; and to prevent the Calamities the Indigent suffered from it.

### Of Contracts, Bonds, and Promissory Notes.

A CONTRACT, in *Latin*, *Contractus*, is a Covenant, or Agreement between two or more Persons, with a lawful Consideration or Cause, as when a Man makes the Sale of any thing to another, for a Sum of Money, or covenants, in Consideration of Fifty Pounds, to make him a Lease of a Farm, &c.

These are good Contracts, because there is a *Quid pro Quo*, or one Thing for another; but, if a Person promises me Twenty Shillings, and that he will be

Debtor to me for it, and after, when I demand the Completion of his Promise, he refuses me, I cannot have any Action for its Recovery, because this Promise was no Contract, but a bare Promise, or *Nudum Pactum*, though if any Thing had been given for the Twenty Shillings, even to the Value of a Penny, then it had been a good Contract. Every Contract doth imply in itself, an *Assumptio* in Law for its Performance; for a Contract would be to no Purpose, if there were not Means to enforce the Performance thereof.

Where an Action is brought upon a Contract, and the Plaintiff mistakes the Sum agreed on, he will fail in his Action: But, if he brings this Action on the Promise in Law, which arises from the Debt, then although he mistakes the Sum, he shall recover.

There is a Diversity, where a Day of Payment is limited on a Contract, and where not; for where it is limited, the Contract is good presently, and an Action lies upon it, without Payment, but in the other not; if a Man buys twenty Yards of Cloth, &c. the Contract is void if he do not pay the Money presently; but if Day of Payment be given, there the Seller may have an Action for the Money, and the Buyer *Trover* for the Cloth.

If a Man Contract to buy a Horse, or any Thing else, but no Money is paid or Earnest given, nor a Day set for Payment thereof, nor the Purchase is delivered; in these Cases no Action will lie for the Money, or the Thing sold, but it may be sold to another.

All Contracts are to be certain, perfect, and complete: For an Agreement to give so much for a Thing, as it shall be reasonably worth, is void for Uncertainty; so a Promise to pay Money in a short Time, &c. or to give so much if he likes the Thing when he sees it.

But if I contract with another to give him ten Pounds for such a Thing, if I like it on seeing it; this Bargain is said to be perfect at my Pleasure, though I may not take the Thing before I have paid the Money; If I do, the Seller may have *Trespass* against me; and if he sell it to another, I may bring Action of the Case against him.

If a Person agree with another to give so much for his Horse as *A. B.* shall judge him to be worth; when he hath judged it, the Contract is complete, and an Action will lie on it, and the Buyer shall have a reasonable Time to demand the Judgement of *A. B.* but, if he dies before his Judgement is given, the Contract is determined.

In Contracts, the Time is to be regarded, in and from which the Contract is made: The Words shall be taken, in the common usual Sense, as they are taken in that Place where spoken; and the Law doth not so much look upon the Form of Words, as on the Substance and Minds of the Parties therein.

A Contract for Goods may be made as well by Word of Mouth, as by Deed in Writing; and where it is in Writing only, not sealed and delivered, it is the same as by Word; but if the Contract be by Writing, sealed and delivered, and so turned into a Deed, then it is of another Nature, and in this Case generally the Action on the verbal Contract is gone, and some other Action lies for Breach thereof.

Contracts, not to be performed in a Year, are to be in Writing signed by the Party, &c. or no Action may be brought on them; but, if no Day is set, or the Time is uncertain, they may be good without it.

And by the same Statute, no Contract for the Sale of Goods, for ten Pounds or upwards, shall be good, unless the Buyer receive Part of the Goods sold, or gives something in Earnest to bind the Contract, or some Note thereof be made in Writing, signed by the Person charged with the Contract, &c.

If two Persons come to a Draper, and one says, Let this Man have so much Cloth, and I will see you paid, there the Sale is to the Undertaker only, though the Delivery is to another by his Appointment: but, if a Contract be made with *A. B.* and the Vender scruples to let the Goods go without Money, and *C. D.* comes to him, and desires him to let *A. B.* have the Goods, and undertakes that he shall pay him for them, that will be a Promise within the Stat. 29 Car. II, and ought to be in Writing.

All Promises and Contracts are to receive a favourable Interpretation: And such Construction is to be made, where any Obscurity appears, as will best answer

answer to his Contract is a general promise, and Certainty, valid, if Contracts

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answer the Intent of the Parties; otherwise a Person, by obscure Wording of his Contract, might find Means to evade and elude the Force of it. Hence it is a general Rule, that all Promises shall be taken most strong against the Promiser, and are not to be rejected, if they can by any Means be reduced to a Certainty. 1. *New Abridg. of Cases in Equity*, 168.—But Promises are not valid, if the Consideration be against Law: And where there are Frauds in Contracts, an Action on the Case will lie. *Clarke's Epit. of Com. Law*.

CONTRACTS and AGREEMENTS are in many Cases of the same Signification, as this latter in its *Latin* Derivation, *Agreementum*, or *Aggregatio Mentium*, seems to express, signifying a joining together of two or more Minds, in any Thing done, or to be done; and

BONDS are Deeds, or obligatory Instruments in Writing, whereby one doth bind himself to another, to pay a Sum of Money, or do some other Act; as to make a Release, surrender an Estate for quiet Enjoyment, to stand to an Award, save harmless, perform a Will, &c. It contains an Obligation with a Penalty; and a Condition, which expressly mentions what Money is to be paid, or other Thing to be performed, and the limited Time for the Performance thereof, for which the Obligation is peremptorily binding; it may be made on Parchment or Paper, duly stamped, though it is usually on the latter, and be either in the first, or third Person; and the Condition may be either in the same Deed, or in another, and sometimes it is included within, and sometimes endorsed upon the Obligation, though it is commonly at the Foot of it.

A *Memorandum* on the Back of a Bond may restrain the same, by Way of *Mare* 675. Exception.

A Bond may be by any Words, in a Writing sealed and delivered, wherein a Man doth declare himself to have another Man's Money, or to be indebted to him; but the best Form of making it, is that which is most used.

If a Bond be thus, *Know all Men by these presents, that I A. B. am bound to C. D. in the Sum of, &c. for Payment of which I give full Power to him to levy the same upon the Profits of such Lands yearly, till it be paid: In this Case, the Oblige may sue upon the Obligation, or levy the Money according to the said Clause.*

Where a Bond is made, *obligo me*, &c. leaving out the Words, *Heredes, Dyr* 13, *Executores, et Administratores*, this is good, and the Executors and Administrators shall be bound thereby.

An Obligation made to one, to the Use of A. B. will be good for him in Equity. *Brs. Obl. 71.*

The Condition of a Bond must be to do a Thing lawful; wherefore Bonds, not to use Trades, till or sow Grounds, &c. are unlawful, as they are against the publick Good, and the Liberty of a Freeman, and therefore void: And a Condition of a Bond to do any Act, *Malum in se*, as to kill a Person, &c. is void: So also Bonds made by Durels, by Infants, Feme Coverts, &c. And if a Woman through Threats, or Flattery, be prevailed upon to enter into a Bond, she may be relieved in Chancery.

If an Infant, that is, a Person under twenty-one Years of Age, seal a Bond, and be sued thereon, he is not to plead, *Non est Factum*, but must avoid the Bond by special Pleading; for this Bond is only voidable, and not in itself void.

But if a Bond be made by a Feme Covert, she may plead her Coverture, and so Rep. 119. conclude *Non est factum*, &c. her Bond being void.

If a Bond depends upon some other Deed, and the Deed becomes void, the Bond is also void. A Bond made with Condition not to give Evidence against a Felon, &c. is void; but the Defendant must plead the special Matter.

Condition of a Bond to indemnify any Person from any legal Prosecution, is against Law, and void. *Latw. 667.*

And if a Sheriff takes a Bond as a Reward for doing of a Thing, it is void. *3 Salt. 75.*

Conditions of Bonds are to be not only lawful, but possible; and when the Matter or Thing to be done, or not to be done by a Condition, is unlawful or impossible, or the Condition itself repugnant, insensible, or uncertain, the Condition is void, and in some Cases the Obligation also. *10 Rep. 120.*



2 *Mod.* 285. But sometimes the Obligation may be single to pay the Money, where the Condition is impossible, repugnant, &c.

1 *Mod. Rep.* 265. If a Thing be possible at the Time of entering into the *Bond*, and afterwards becomes impossible by the Act of God, the Act of the Law, or of the *Obligee*, it is become void; as if a Man be bound to appear next Term, and dies before, the Obligation is saved. A Condition of a *Bond* was, that *A. B.* should pay such a Sum on the 25th of *December*, or appear in *Hilary* Term after in the Court of *B. R.* he died after the 25th of *December*, and before *Hilary* Term, and had paid nothing: In this Case, the Condition was not broken for Non-Payment, and the other Part is become impossible by the Act of God.

*Dyer* 51. And when a Condition is doubtful, it is always taken most favourably for the *Obligor*, and against the *Obligee*, but so as a reasonable Construction be made as near as can be, according to the Intention of the Parties.

1 *Brownl.* 33. If no Time is limited in a *Bond* for Payment of the Money, it is due presently, and payable on Demand.

*Jones* 140. But the Judges have sometimes appointed a convenient Time for Payment, having Regard to the Distance of Place, and the Time wherein the Thing may be performed; and if a Condition be made impossible, in Respect to Time, as to make Payment of Money on the 30th of *February*, &c. it shall be paid presently; and here the Obligation stands single.

1 *Lees.* 101. Though if a Man be bound in a *Bond* with Condition to deliver so much Corn upon the 29th Day of *February* next following, and that Month had then but twenty-eight Days, it has been held that the *Obligor* is not obliged to perform the Condition till there comes a Leap-Year.

2 *Bull.* 143. Where one is bound to do an Act to the *Obligee* himself, the doing it to a Stranger, by Appointment of the *Obligee*, will not be a Performance of the Condition.

1 *Inf.* 210. When no Place is mentioned for Performance of a Condition, the *Obligor* is obliged to find out the Person of the *Obligee*, if he be in *England*, and tender the Money, otherwise the *Bond* will be forfeited. But when a Place is appointed, he need seek no farther.

8 *E.* IV. And if, where no Place is limited for Payment of Money due on a *Bond*, the *Obligor*, at, or after the Day of Payment, meets with the *Obligee*, and tenders him the Money, but he goes away to prevent it, the *Obligor* shall be excused.

*Co. Litt.* 203. The *Obligor*, or his Servant, &c. may tender the Money to save the Forfeiture of the *Bond*, and it shall be a good Performance of the Condition, if made to the *Obligee*, though refused by him; yet, if the *Obligor* be afterwards sued, he must plead that he is still ready to pay it, and tender the Money in Court.

3 *Bull.* 148. The Condition of a *Bond* being for Payment of Money, it may be performed by giving any other Thing in Satisfaction, because the Value of Money is certain, and therefore may be satisfied by a collateral Thing, if the *Obligee* accepts it; but if the Condition is to do a collateral Thing, there it is otherwise, and paying Money is no good Satisfaction.

*Fieb.* 68. The Acceptance of a new *Bond* will not discharge the old one, as a Judgment may.

1 *Mod.* 221. One *Bond* cannot be given in Satisfaction of another, but this is where given by the *Obligor* himself, for it may be by others.

*Key's Max.* 15. If a *Bond* be to pay Money at such a Time, &c. it is no Plea for the *Obligor* to say, that he did pay it; he must shew at what Time, or else it may be taken, that the Performance was after the Time limited.

*Med. Co.* 22. If a *Bond* be of twenty Years standing, and no Demand be proved thereon, or good Cause of so long Forbearance shewn to the Court, upon pleading *Salut ad Diem*, it shall be intended paid.

*Dyer* 25. Payment of Money without Acquittance, is an ill Plea to Action of Debt upon a single Bill; but it is otherwise upon a *Bond*, with Condition.

1 *Inf.* 298. If several Days are mentioned for Payment of Money on a *Bond*, the Obligation is not forfeited, nor can be sued until all the Days are past: But in some Cases, the *Obligee* may prosecute for the Money due by the *Bond* presently, though it be not forfeit; and by special wording the Condition, the *Obligee* may be able to sue the Penalty on the first Default.

In

In a *Bond* where several are bound severally, the *Obligee* is at his Election, to sue all the *Obligors* together, or all of them apart, and have several Judgements and Executions; but he shall have Satisfaction at once; for if it be of one only, that shall discharge the rest. If an obligation be joint and not several, all the *Obligors* must be sued that are bound; and if one be prosecuted, he is not obliged to answer, unless the rest are sued likewise.

Where two or more are bound in a joint *Bond*, and only one is sued, he must plead in Abatement, that two more sealed the *Bond*, &c. and aver that they are living, and so pray Judgement *de Billa*, &c. and not demur to the Declaration.

If a *Bond* is made to three to pay Money to one of them, they must all join in the Action, because they are but as one *Obligee*.

If Action be brought upon a *Bond*, against two joint and several *Obligors* jointly, and both are taken by *Capias*, here the Death or Escape of one shall not release the other; but the same Kind of Execution must be taken forth against them; it is otherwise when they are sued severally.

When the Condition of a *Bond* is to do two Things, or has divers Points, and the *Obligee*, supposing a Breach of one of them, doth sue the *Obligor*; if Issue being joined upon that, it is found against him, and he is barred, the whole Obligation is discharged: And so long as that Judgement is in Force, he can never prosecute upon any other Point.

If a drunken Man gives his *Bond*, it binds him; and a *Bond* without Consideration is *obligatory*, and no Relief shall be had against it, for it is voluntary, and as a Gift.

A Person enters voluntarily into a *Bond*, though there was not any Consideration for it; if there be no Fraud used in obtaining the same, the *Bond* shall not be relieved against in Equity. But a voluntary *Bond* may not be paid in a Course of Administration, so as to take Place of real Debts, even by simple Contract; yet it shall be paid before Legacies.

An Heir is not bound, unless he be named expressly in the *Bond*, though the Executors and Administrators are. And if an Obligation be made to a Man, his Heirs or Successors, the Executors and Administrators shall have the Advantage of it, and not the Heir or Successor, by Reason it is a Chattel.

A Declaration need not be according to the Letter of the *Bond*, where there is any Omission, &c. but according to the Operation of Law upon it.

In *Bonds* to save harmless, the Defendant being prosecuted, is to plead *Non damnificatus*, &c. A *Bond* may be from one to one, one to two, three, or more Persons; or from two or more Persons to one, two, three, &c. and the Name of the *Obligor* subscribed, it is said, is sufficient, though there is a Blank for his Christian Name in the *Bond*.

But where another Christian Name is in the *Bond*, and the *Bond* signed by the right Name, though the Jury find it to be his Deed, the *Obligee* cannot have Judgement, for the Name subscribed is no Part of the Obligation.

In these Cases, though there be a Verdict, there shall not be Judgement. Where an *Obligor's* Name is omitted to be inserted in the *Bond*, and yet he signs and seals it, the Court of *Chancery* may make good such an *Accident*; and in Case a Person take away a *Bond* fraudulently, and cancels it, the *Obligee* shall have as much Benefit thereby as if not cancelled.

If a *Bond* has no Date, or a false Date, if it be sealed and delivered, it is good. A Plaintiff may suggest a Date in a *Bond*, where there is none, or it is impossible, &c. where the Parties and Sum are sufficiently expressed.

A *Bond* dated on the same Day on which a Release is made of all Things, *Uique Diem datus*, &c. is not thereby discharged.

And where a *Bond* is made to another's Use, it must be so laid in the Obligation, or he cannot release it, &c.

A Person shall not be charged by a *Bond*, though signed and sealed, without Delivery, or Words, or other Thing amounting to a Delivery.

A *Bond* may be good, though it contains false *Latin*, or false *English*, if the Intent appears, for they do not make the *Bond* void.

By the Condition of a *Bond*, the Intent of what Sum was in the Obligation may be more easily known and explained.

Lentw. 422.

And the Condition of the *Bond* may be recorded, and then the Plaintiff demur, &c.

1 Inst. 108,  
209.

Likewise the Conditions of *Bonds* may expound to whom an *Obligor* is bound to pay Money; as if *A.* binds himself to *B.* to be paid to *A.* whereas it should be to *B.* which Obligation is good, and the *Solvendum* void.

1 Nelf. Abr.  
391.

*Interlineation* in a *Bond*, in a Place not material, will not make the *Bond* void; but if it be altered in a Part material, it shall be void.

5 Rep. 23.

And a *Bond* may be void by *Rasure*, &c. as where the Date, &c. is rased after Delivery, which goes through the Whole.

1 Saund. 66.

Such Words, whereby the Intention of the Parties may appear, are sufficient to make the Condition of a *Bond* good, though they are not proper; and it shall not be construed against the express Words.

1 Saund. 66.

If the Words in a *Bond*, at the End of the Condition, *That then this Obligation to be void*, are omitted, the Condition will be void, but not the Obligation: But if the Words, *or else shall stand in Force*, be left out, it has no Effect to hurt either the Condition or Obligation. The stealing of any *Bond* or *Bill*, &c. for Money, being the Property of any one, is made Felony, as if the Offenders had taken other Goods of the like Value.

1 Will. C. 25.

*The Form of a Bond for Payment of Money, with an Obligation from one to one.*

**KNOW** all Men by these Presents, that I, A. B. of the Parish of, &c. in the County of, &c. Merchant, am held and firmly bound to C. D. of, &c. in the County aforesaid, Gentleman, in two hundred Pounds, of good and lawful Money of Great-Britain, to be paid to the said C. D. or his certain Attorney, Executors, Administrators, or Assigns; to which Payment, well and truly to be made, I bind myself, my Heirs, Executors, and Administrators, firmly by these Presents, sealed with my Seal. Dated the twenty-third Day of May, in the twenty-second Year of the Reign of our Sovereign Lord George the Third, by the Grace of God, of Great-Britain, France, and Ireland, King, Defender of the Faith, &c. and in the Year of our Lord one thousand seven hundred and eighty-two.

The CONDITION of this Obligation is such, that if the above-bound A. B. his Heirs, Executors, or Administrators, do and shall well and truly pay, or cause to be paid, unto the above-named C. D. his Executors, Administrators, or Assigns, the full Sum of one hundred Pounds, of lawful Money of Great-Britain, with legal Interest for the same, on or before the twenty-third Day of November next ensuing the Date hereof; then this Obligation to be void, or otherwise to be and remain in full Force and Virtue.

Signed, Sealed, and Delivered  
in the Presence of

*A Bond with a Condition from two to one.*

**KNOW** all Men by these Presents, that we, A. B. of, &c. and C. D. of, &c. are held and firmly bound to E. F. of, &c. in three hundred Pounds, of good and lawful Money of Great-Britain, to be paid to the said E. F. or his certain Attorney, his Executors, Administrators, or Assigns; to which Payment, well and truly to be made, we bind ourselves, and each of us by himself (if one of the Obligor be a Woman, write thus; viz. by him and herself) far, and in the whole, our Heirs, Executors, and Administrators, and each of us, firmly by these Presents. Sealed with our Seals. Dated, &c.

The CONDITION of this Obligation is such, that if the above-bound A. B. and C. D. or either of them, their, or either of their Heirs, Executors, or Administrators, do and shall well and truly pay, or cause to be paid, to the said E. F. his Executors, Administrators, or Assigns, the

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the full Sum of one hundred and fifty Pounds, of lawful Money of Great-Britain, with legal Interest for the same, on or before the, &c. which shall be in the Year of our Lord, &c. then, &c. otherwise, &c.

And the Conditions are the same from three or more to one, or when the Obligors, as well as the Obligees, are in the Plural; as they are *vice versa*, when the Obligors and Obligees, vary in the Reverse to the afore-mentioned; and I think what I have quoted is sufficiently clear, to enable every one to fill up a Bond suitable to his Occasion; which I have done with a View more for the Service of my Country Readers, than those in this Metropolis, as these latter may readily furnish themselves with printed Bonds of all Sorts, which is not the Case with the others, though this Want they may supply by a Draught themselves on stamped Paper, where they have not an Opportunity to get it done by an Attorney, which however I would always recommend when to be effected, at least if the Case is any Thing more than Common.

*A Penal Bill for Payment of Money.*

**K**NOW all Men by these Presents, that I, A. B. of, &c. do owe unto C. D. of, &c. the Sum of one hundred Pounds, of lawful Money of Great-Britain, to be paid unto the said C. D. his Executors, Administrators, or Assigns, on or before, &c. next ensuing the Day of the Date hereof; for which Payment, well and truly to be made, I bind myself, my Heirs, Executors, and Administrators, to the said C. D. his Executors, Administrators, or Assigns, in the penal Sum of two hundred Pounds, of like lawful Money, firmly by these presents. In Witness whereof I have hereunto set my Hand and Seal, the, &c. in the Year of, &c. sealed, &c.

*A single Bill for Payment of Money, that is, a Bill without a Penalty.*

**K**NOW all Men by these Presents, that I, A. B. of, &c. do owe and am indebted to C. D. of, &c. the Sum of one hundred Pounds, of lawful Money of Great-Britain, to be paid to the said C. D. his Executors, Administrators, or Assigns, on or before, &c. In Witness, &c.

PROMISSORY NOTES being obligatory like Bonds, &c. I have thought it proper to insert them in the same Chapter, though they are in many Respects very different; these Notes are, like a Bill of Exchange, assignable by Indorsement, and in Case a Time of Payment be therein ascertained, they will bear an Interest, provided they are protested within three Days after becoming due; so that it is best in all Cases to insert a certain Time of Payment, except where the Solvency of the Drawer or Debtor is doubted: The Indorser becomes equally liable with the Drawer of these Notes; and when once an indorstable one, that is, payable to Order, is transferred to a third Person, it is no longer in the Power of the Indorser to acquit or free the Drawer from being liable, either by Release, or other Instrument in Writing, as the Property the Indorser before had in the Note is entirely removed by his Indorsement; in which it differs from a Bond or Obligatory Bill; for there the Obligees, after having assigned the same to a third Person, may, by Release or other Speciality, destroy the Validity of the Obligation, and consequently free the Obligor from the Burden thereof.

*The Form of a Promissory Note, commonly called a Note of Hand.*

**T**HREE Months after Date, or on Demand, I promise to pay to Mr Richard Thomas, or Order, one hundred and fifty Pounds, for Value received, in London, the 23d of December, 1790.

£. 150.

A. B.

The Indorsement should be the same as on a Bill of Exchange; and as there are some Acts of Parliament in Force, which have altered the Quality of these Notes

Notes and inland Bills, from what they were formerly, I shall give an Abstract of them there, without separating what relates to the one from that concerning the other, as I deem this Method the most proper; more especially as I shall soon proceed to treat of Inland Bills.

9 and 10 W.  
III. Cap. 17.  
S. 1.

All Bills of Exchange drawn in, or dated from any Place in England, &c. for the Sum of 5*l*. or upwards, upon any Person in London, or any other Place, in which Bills the Value shall be expressed to be received, drawn payable at a certain Number of Days, &c. after the Date thereof, may after Acceptance, which shall be by Underwriting under the Party's Hand, and the Expiration of three Days after the same shall be due, be protested by a Notary Publick, or, in Default of such Notary Publick, by any other substantial Person of the Place, before two Witnesses, Refusal or Neglect being first made of due Payment; which Protest shall be made under a Copy of the said Bill, in the Form following:

*KNOW all Men, that I A. B. on the* Day of *at*  
*the usual Place of Abode of the said* have demanded Pay-  
*ment of the Bill, of which the above is the Copy, which the said*  
*did not pay; wherefore I, the said* do hereby protest the said Bill.  
*Dated at this* Day of

Which Protest shall be notified within fourteen Days after, to the Party from whom the Bills were received, who, upon producing such Protest, is to repay the said Bill, with Interest and Charges from the protesting; for which Protest there shall not be paid above Six-pence; and in Default of such Protest; or due Notice within the Days limited, the Person so failing shall be liable to all Costs, Damages, and Interest.

S. 3. If any such Inland Bills be lost or miscarry within the Time limited for Payment of the same, the Drawer of the said Bills shall give other Bills of the same Tenor, Security being given, if demanded, to indemnify him, in Case the said Bills so lost or miscarried, be found again.

3 and 4 Ann.  
Cap. 9. S. 1.

All Notes signed by any Person or Persons, Body Politick or Corporate, or by the Servant or Agent of any Corporation, Banker, Goldsmith, Merchant, or Trader, who is usually intrusted by them to sign such Promissory Notes for them, whereby such Persons, &c. shall promise to pay any other Person, &c. or Order, or Bearer, the Money mentioned in such Note, shall be construed to be, by Virtue thereof, due and payable to such Person, &c. to whom the same is made payable. And also such Note payable to such Person, &c. or Order, shall be assignable over in Manner as Inland Bills of Exchange are, by Custom of Merchants; and the Person, &c. to whom such Money is payable, may maintain an Action for the same, as they might upon such Bills of Exchange. And the Person, &c. to whom such Note so payable to Order is assigned or indorsed, may maintain an Action against the Person, &c. who signed, or any who indorsed the same, as in Cases of Inland Bills, and recover Damages and Costs of Suit; and in Case of Nonsuit, or Verdict against the Plaintiff, the Defendant shall recover Costs.

S. 2. Such Actions shall be brought within the Time appointed for bringing Actions, per 21 Jac. I. Cap. 16. for Limitation of Actions.

S. 3. No Body Politick shall have Power to give out Notes, other than they might before this Act.

S. 4. In Case the Party, on whom an Inland Bill of Exchange shall be drawn, shall refuse to accept the same, by underwriting the same, the Party to whom payable shall cause such Bill to be protested for Non-acceptance, as in Case of foreign Bills, for which Protest shall be paid 2*s*. and no more.

S. 5. No Acceptance of such Inland Bill shall charge any Person, unless underwritten or indorsed; and if not so underwritten or indorsed, no Drawer to pay Costs, Damages, or Interest, unless Protest be made for Non-Acceptance, and, within fourteen Days after Protest, the same be sent, or Notice thereof given, to the Party from whom such Bill was received, or left in Writing at his usual Place of Abode. And if such Bill be accepted, and not paid within three Days after due, no Drawer shall pay Costs, Damages, or Interest thereon, unless Protest

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Protest be made and sent, or Notice given as aforesaid; nevertheless the Drawer, shall be liable to Payment of Costs, Damages and Interest, if any one Protest be made for Non-acceptance, or Non-payment, and Notice be sent, given, or left.

No such Protest shall be necessary for Non-payment, unless the Value be expressed in such a Bill, to be received, and unless the Bill be drawn for 20*l.* or upwards, and the Protest shall be made for Non-acceptance by Persons appointed *per 9 Will. III. Cap. 17.*

If any Person accept such Bill of Exchange in Satisfaction of any former Debt, the same shall be esteemed a full Payment, if he doth not use his Endeavour to get the same accepted and paid, and make his Protest for Non-acceptance or Non-payment.

Nothing herein shall discharge any Remedy that any Person may have against the Drawer, Acceptor, or Indorser of such Bill.

This Act shall continue for three Years.

Made perpetual by 7 *Ann. Cap. 25.*

STAT. 15 *Geo. III. Chap. 51.* After reciting, that various Notes, Bills of Exchange, and Draughts for Money for very small Sums, had for some Time past been circulated or negotiated in Lieu of Cash, in *England*, to the great prejudice of Trade and publick Credit; and many of such Bills and Draughts being payable under certain Terms and Restrictions, which the poorer Sort of Manufacturers, Artificers, Labourers, and others could not comply with, without being subject to great Extortion and Abuse, *Enacts—*

SECT. 1. That all Notes, Bills, Draughts, or Undertakings being negotiable for Payment of any Money, less than 20 *Shillings*, shall be void.

SECT. 2. If any Person, by any Means whatever, publish or negotiate any such Notes, &c. or on which less than 20*s.* shall be due, he shall pay 20*l.* or not less than 5*l.*

STAT. 17 *Geo. III. Chap. 30.* After reciting the above Act of 15 *Geo. III. Chap. 51.* and that the same had been attended with very salutary Effects; and that in Case the Provisions thereof were extended to a farther Sum, the good Purposes of it would be further advanced, *Enacts—*

SECT. 1. That all Notes, &c. negotiable for 20*s.* or above, and less than 5*l.* that shall remain undischarged, and made within *England*, after 1 *Jan. 1778*, shall specify the Names and Places of Abode of the respective Persons, to whom, or to whose Order, the same shall be made payable, and shall be dated before, or when drawn, and not on any subsequent Day, and be payable within 21 Days after their Date, and not negotiable after the Time of Payment; and every Indorsement shall be before Time of Payment, and be dated at, or not before the Time of making thereof; and shall specify the Name and Place of Abode of the Person to whom, or to whose Order, the Money is to be paid; and that the signing of every such Note, &c. and Indorsement shall be attested by a Witness, and drawn as follows:

*Leeds, 20 Nov. 1777.*

Twenty Days after Date, I promise to pay *James Hatley*, of *Fleet-Street, London*, Hosier, or his Order, the Sum of four Pounds ten Shillings, for Value received by

*Charles Jebb.*

£. 4 10 0.

Witness

*Richard Bunn.*

And the Indorsement *Toties Quoties.*

*Norwich, 31 May, 1778.*

Twenty-one Days after Date, pay to *John Trott*, of *Fetter-Lane, London*, or his Order, the Sum of Two Pounds and Two Shillings, Value received, as advised by

*William Holt.*

To *Matthew Wilks*, of *Shoreditch*, in the County of *Middlesex*.

Witness

*Mary Munt.*

And the Indorsement *Toties Quoties.*

15 March, 1777.

Pay the Contents to *Benjamin Hopkins*, of *Guildball*, *London*, or his Order,  
 Witnesses  
*Christopher Cowper.* *John Trott.*

And that all Notes, &c. as before, or in which 20s. or above, and less than 5*l.* shall be undischarged, and issued within *England*, at the Time aforesaid, in any other Manner, and also every Indorsement shall be void.

Sect. 2. Publishing or negotiating in *England*, any Note, &c. of or under the above Value, made in any other Manner than hereby permitted; and also negotiating such last mentioned Note, &c. after the Time aforesaid, is prohibited under the like Penalties and Forfeitures, and to be recovered and applied as by 15 *Geo.* III. Chap. 51. Sect. 3, &c. is directed. \*

Sect. 2. That all Notes, &c. issued before 1 *Jan.* 1778, to be payable within *England* on Demand; and recoverable as directed by the Act with Respect to Notes, &c. issued before 24 *June*, 1775, and all Matters contained in 15 *Geo.* III. are to be in Force in *England* as to Notes, &c. issued after 1 *Jan.* 1778, and previous thereto.

Sect. 3. Both Acts are to continue not only for the Residue of five Years, in the former Act, but also for the further Time of five Years.

### *Of Bills of Exchange; and concerning the cross ones of Europe, known to Foreigners under the Denomination of Arbitrations of Exchange.*

THE original Traffick of Mankind, by Way of Barter, becoming troublesome, Necessity led them to the Invention of some more easy Manner of continuing their Commerce; and nothing being found so commodious a Medium as Money, this was many ages since adopted to carry on their Commercial Transactions, first by the *Hebrews*, then by the *Romans*, and since continued and improved by almost every civilized Nation; and for the still greater Convenience of foreign Trade, they made Coins of the most valuable Metals, that might answer the Intention of an easy carriage, by being less bulky and heavy than baser ones; and this Method being generally approved of and practised by most trading People, they by Degrees fell into an Improvement even of this, and substituted Remittances and Exchanges by Bills, to save the Expence, Risque, and Trouble, which the Transport of Money from one Kingdom to another occasioned. The *Jews*, banished *France* in the Reigns of *Philip August* and *Philip le Long*, are supposed by some, to have been the original Inventors of it: whilst others, with greater Appearance of Probability, assign the Contrivance to the *Gibelins*, on their being expelled *Italy* by the Faction of the *Guelphs*; though the Motives given for both are the same, *viz.* their Endeavours to withdraw their absconded Effects with the Secrecy necessary to prevent their Confiscation; and to this Purpose they gave Bills on their private Friends to foreign Merchants on the Sums agreed on, and these were regulated by the different Value of the Coins exchanged; and as many of these Bills came back unpaid, it gave Birth to the Charge of Re-Exchange, first begun by the aforesaid *Lombards*, and these, after different Modifications, fixed it into a Branch of Business. They retired, on their first Expulsion from *Italy*, to *Lyons* in *France*, and from thence spread themselves into many other trading Cities of that, and other Kingdoms of *Europe*; and there is still a Street in *Paris* bearing their Name, from its having been a Quarter where the greatest Part of them resided, for carrying on their Banking Business; and it is owing to the same Reason, and to perpetuate the Memory of the great Business exercised there by these People.

\* Which is by summary Proceeding before a Justice of Peace.

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People, and by them taught to the *Dutch*, that the Place where the Exchange stands at *Amsterdam* was at first, and still continues to be, called after them, as does a Street in *London* from the same Motive, so that it was these People who first sowed the seeds of these Negotiations in the Minds of the *Belgick* Merchants, who duly cultivated and spread them all over *Europe* for the easier conducting mercantile Affairs, and at the same Time to prevent the Exportation of their current Coin in Lieu of these Paper ones, if I may so term them; and this was found so beneficial and advantageous to trading Kingdoms as to merit and engage the Protection of several Princes for its Encouragement and Increase; among which some of our former Kings made several Regulations concerning it; *Edward III.* caused certain Tables to be set up at *Dover* and other Parts of the Realm, declaring the Value of the sundry Species of Coins current in the Countries trading with his Subjects, and the Allowance Merchants were to give to be accommodated with Remittances; as may be seen in the many good Laws of his Reign. These Tables and Exchanges were subject to the Direction of the King's Mint-Master, who made them *Par pro Pari*, or Value for Value, with a reasonable Allowance to those who were appointed to interfere as Exchangers, for their Trouble; and many Acts have been passed since by succeeding Princes concerning them.

But as Commerce varied, so did Exchanges, though they were generally reduced to four, viz. *Cambio Commune*, *Cambio Real*, *Cambio Siccio*, and *Cambio Fictitio*.

*Cambio Commune*, in *England*, was that which was constituted by the several Kings, who having received Monies in *England*, would remit by Exchange the like Sums to be paid in another Kingdom, according to the Regulation of the above-mentioned Tables.

*Cambio Real*, was when Monies were paid to the Exchanger, and Bills were drawn without naming the Species, but according to the Value of the several Coins, and indeed was no more than the Payment of Money in *England* with a Proviso to be repaid the just Value in Specie in another Country, according to the Price agreed on between the Exchanger and Deliverer, to allow or pay for the Exchange of the Money and the Loss of Time.

*Cambio Siccio*, or dry Exchange, is when a Merchant hath Occasion for 500*l.* for a certain Time, and would willingly pay Interest for the same, but the usurious Lender being desirous to take more than the Statute allows, and yet willing to avoid its Penalty, offers the 500*l.* by Exchange for *Cadiz*, whereunto the Merchant agrees; but having no Correspondence there, the Lender desires him to draw his Bill on the said Place, payable at double or treble Usance, by any feigned Person, as the Exchange shall then govern, with which the Merchant complies; and on Receipt of the Bill, the Banker pays the Money, and remits the Bill to some Friend of his at *Cadiz* to procure a Protest there for Non-acceptance, the Charge of which with the Exchange and Interest, the Merchant is to pay his Creditor; and these Expenses formerly were very considerable.

*Cambio Fictitio*, is when a Merchant hath Occasion for Goods, but cannot well spare Money for their Payment; and the Owner of them, to secure his Advantage, and avoid the Penalty of the Law, acts as the Usurer in the former Case, and obliges the Buyer to defray the Expenses of Re-exchange, &c.

These two last Methods of raising Money for the Necessitous were prohibited by an Act of Parliament in the 3d and 4th of *Henry VII.* but on Account of the base Monies coined by *Henry VIII.* at the Siege of *Bologne*, Exchanges were discontinued, and the aforesaid Pressures and Abuses became again current in the Reign of *Edward VI.* which occasioned all Exchanges to be prohibited for a short Time, but this being found of great Inconvenience and Detriment to Trade, it was again restored; though almost quite neglected, and the illegal Part of it connived at in the succeeding Reign of *Queen Mary*.

The just and true Exchange for Monies that is at this Day used both in *England* and other Countries, by Bills, is *Par pro Pari*, or Value for Value; so that the *English* Exchange, being grounded on the Weight and Fineness of our own Money, and the Weight and Fineness of those of each other Country, according

to their several Standards, proportionable in their Valuation, which being truly and justly made, ascertains and reduces the Price of Exchange to a Sum certain for the Exchange of Monies to any Nation or Country whatsoever.

As Money is the common Measure of Things between Man and Man within the Realm, so is Exchange between Merchant and Merchant within and without the Realm, the which is properly made by Bills, when Money is delivered simply in *England*, and Bills received for the Re-payment of the same in some other Country either within or without the Realm, at a Price certain, and agreed upon between the Merchant and the Deliverer; for there is not at this Day any peculiar or proper Money to be found in Specie whereupon outland Exchanges can be grounded, therefore all foreign Coins are called imaginary.

Having thus far premised and shewn the Original and Nature of Exchanges, I shall descend to Particulars, and endeavour, in the clearest Manner I can, to inform my Reader of every Circumstance necessary to be known in the Circulation of Bills; and of all Steps to be taken towards their Recovery; of their Form, current Courses, and the Laws concerning them, both here and in every other Part of *Europe*; that this nice Branch of Commerce may be rendered more intelligible, and be better understood than it commonly is, or can be, except duly explained: As Customs in their Formation, Times of running, and falling due, Days of Grace, &c. are almost as various as each *European* Nation is from another; and as I consider this to be the most intricate Part of mercantile Literature, I shall be as extensive in my Sentiments and Quotations about it as the Nature of the Thing requires, without fearing the Censure of my Readers for Prolixity, which however I shall endeavour to avoid incurring, and be as concise as my Capacity will permit, without curtailing what is necessary to be said on so important a Subject.

Robert's  
Merchant's  
Map of Com-  
merce.  
Marini's Ad-  
vice, Pag. 3.

A Bill of Exchange is commonly drawn on a small Piece of Paper, and comprised in two or three Lines, being so noble and excellent, that though it cannot properly, as is conceived, be called a Speciality, because it wanteth those Formalities, which by the common Law of *England* are thereunto required, as Seal, Delivery, and Witnesses; yet it is equivalent thereunto, if not beyond, or exceeding any Speciality or Bond in its Punctuality and Precise Payment; for if once accepted, it must be paid when due, otherwise the Acceptor loses his Credit.

There are ordinarily four Persons requisite in making an Exchange, besides the Broker, viz. two at the Place where the Money is taken up, and two where it is payable; as 1st, the *Deliverer, Giver, Remitter, or Negotiator*, being the Person who delivers the Money—2dly, the *Taker or Drawer*, who receives or takes up the Money by Exchange—3dly, the Party who is to pay the Money in Virtue of the Bill drawn on him, commonly termed the *Acceptant*—4thly, the Person to whom the Bill is made payable, and is to receive it, called the *Possessor or Holder* of it.

But sometimes only three are concerned in an Exchange, viz. the *Drawer*, the *Deliverer*, who has the Bill made payable to himself or Order, and Value of him, and the Party that is to pay it, the *Deliverer* carrying it himself and receiving it.

Ditto, P. 4.  
and 5.

There is likewise another Way, wherein only three are necessary, as 1st, the *Drawer*, 2dly, the Party on whom it is drawn, and 3dly he to whom it is payable; for the *Drawer* having Money in his Hands belonging to the Person in whose Favour the Bill is drawn, confesses Value received in his own Hands, and charges it to his Friend or Factor, payable to his Creditor.

And there is yet one Way more, wherein Monies may be remitted only with the Intervention of three Persons, 1st, the *Taker*, 2dly, the *Deliverer*, and 3dly, the *Party to whom payable*, as thus: If I was at *Exon*, and intended to *London*, I would take up Money there, and give Bills of Exchange for the same, drawn on myself, payable to whom the Deliverer should appoint in his own.

Money may likewise be exchanged between two Persons only, viz. the *Drawer* and he on whom it is drawn; the *Drawer* making a Bill of Exchange payable

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to himself or Order for Value in himself, subscribes the Bill, and directs it to the Party that owes him Money, and is to pay it by Exchange; by which Bill, when he on whom it is drawn hath accepted it, he becometh Debtor to the Drawer, and this latter, before the Bill falls due, doth negotiate it with another Man, and by this Means draws the Money in at the Place of his Residence, and makes only an Assignment on the Bill, payable to him of whom he hath received the Value.

All these Methods of Exchanges are termed real Exchange, and some or all of them will naturally occur to a Man in Business; therefore the better to conduct my Reader to a perfect Understanding of them, he ought to be acquainted, that as the Monies and Species of almost every Nation differ, not only in their current Prices, but in their intrinsic Value, there is a just and certain *Par* established between them, according to the real and effective worth of each Species, without any Regard had to their currency in the Countries where they are coined; and the *Par* is by some Authors supposed to be of two Sorts, *vis.* the one of real Monies, and the other of Exchanges, or imaginary Species, though both seem to be the same Thing, as having a necessary Dependence upon each other.

By the *Par* of real Monies is to be understood, *The Equality of the intrinsic Value of the real Species of any Country with those of another*; and by that of Exchanges, *the Proportion that the imaginary Monies of any Country bear to those of another*. So that the Rise and Fall of an Exchange must be attributed either to the current Price of the Coins of any Country, or to an extraordinary Demand in one Place for Money in another, or sometimes it is owing to both; and I think it may easily be proved from the very Etymology of the Word *Exchange*, that the variation of the current Coins or Monies of any Country in a Manner constitutes and gives it Being; at least has a very great Influence on it, as it is only, according to the aforesaid Definition; a Bartering or Exchanging the Money of one Kingdom with that of another, which is always effected by the Intervention of two or three Lines of Writing on a Slip of Paper, as I have mentioned before; and I shall now proceed to shew what the Obligation of every one is who may be concerned in it.

And 1<sup>st</sup>, of the *Drawer*, who in treating about, or negotiating a Bill of Exchange, must have a strict Regard to his Credit, and never give his Draughts at an Under-Exchange, as this is a certain Indication of his Want both of Cash and Credit, though without an Impeachment of either he may do his Business, although something under the very Height of the Course, as this cannot always be obtained by every one; therefore when a Drawer is not notoriously under the Mark, he will transact his Affairs with Reputation; and if his sole View in drawing proceeds from a Prospect of Advantage, without any Mixture of Necessity, he may watch his Juncture for succeeding in his Designs by regulating his Draughts or Remittances according to the Plenty or Scarcity of Money or Bills.

2. If, in negotiating a Bill of Exchange, only the Price is mentioned without any other Conditions, they shall in this Case be construed to be such as the Customs of the Place to which the Bill is directed ordinarily allow of, in all Respects.

3. A Drawer ought to observe before he subscribes a Bill, and the Remitter before he sends it away, that it be well and truly made, with all the necessary Requisites fully expressed in it, which I shall here hint for their Government; and 1<sup>st</sup>, it ought to have its Date rightly and clearly expressed—2<sup>dly</sup>, that it names the Place where it was made and concluded on—3<sup>dly</sup>, that the Sum be expressed so distinctly both in Words and Figures, that no Exceptions can be taken against it—4<sup>thly</sup>, that the Payment thereof be ordered and commanded—5<sup>thly</sup>, that the Time of Payment be not dubiously expressed, nor sooner or later than has been agreed on—6<sup>thly</sup>, the Remitter must especialy observe that the Name of the Person to whom Payment is to be made, be well and truly spelled; or if it be made to his Order, that those Words be clearly written—7<sup>thly</sup> and 8<sup>thly</sup>, he must also observe if his Name be therein, and the Value of him



received be expressed—9thly, he must observe that the Bill be subscribed by the Drawer—10thly, the Drawer must principally look to the Direction of the Bill, that it be true and directed to the right Person—11thly, they must both observe, that the Place wherein the Payment must be made, and the Coin, or Species wherein it must be paid, be fully expressed in the Supercription or Body of the Bill: And if a Drawer draws upon one who lives not at the Place where the Bill is intended to be paid, then the Remitter must observe, that as well the Place where the Person lives that is to pay, as the Place where the Payment must be made, be expressed.

4. A Drawer acts imprudently when he gives more Bills than one for the same Sum, to the same Person, and under the same Date, as this may be an Occasion of Mistakes; therefore if two Bills for one thousand Dollars are agreed for, it is better to make them for unequal Sums, than five hundred each.

5. It is a Custom in *England* for the Drawer to deliver only the first Bill on the Day of Agreement, and to recover on the 2d and 3d, which are sent to the Remitter for Payment before the next Post goes out; and a Drawer should always observe to note how many Bills he gives, lest by a repeated Loss he should be led into an Error through forgetfulness, and give the Duplicate of one he had given before.

J. Marius,  
l. 22.

6. Generally, in all Bills of Exchange, the Drawer is bound to the Person from whom the Value is received; as the Acceptor is to him to whom it is made payable; for although the Drawer and Acceptor are both bound in the Bill, and both equally liable for the Payment thereof, yet they are not commonly both bound to one Man; I say commonly, for if the Taker of the Bill be Servant to the Party to whom the Bill is payable, then indeed the Drawer may be said to be bound to the Party to whom it is payable, as well as the Acceptor; or if he who pays the Value be the Principal, and he remits his own Money by Exchange, payable to his Agent, in this Case likewise, both Drawer and Acceptor may be said to be bound to the Purchaser of the Bill; but for the generality, in Sums remitted and drawn between Merchant and Merchant, it is otherwise, as the Drawer is properly bound to one, and the Acceptor to another, though both of them are liable till the Bill be satisfied; so that if the accepted Bill be not paid at the Time, and Protest made for Non-Payment, and there be Occasion to commence a Suit in Law against the Drawer, it must be entered in the Name of the Party from whom the Value was received; and in like Manner, if a Suit be commenced against the Acceptor, it must be made and prosecuted in the Name of him to whom the Bill is made payable; for probably the Drawer takes no great Notice to whom it is made payable, being directed therein by the Person that takes the Bill; neither doth he who accepts the Bill much regard the Purchaser of it, but only regarding the Party who drew it, with whom he corresponds, and him to whom it is made payable, to whom by his Acceptance he binds himself for the Payment; and so likewise where there are any Assignments on Bills negotiated, always the Party that receives the Value is directly bound to him of whom he hath received it, and the Acceptor to the last assigned.

7. If a Merchant after accepting a Bill of Exchange, becomes insolvent, or hath done or suffered any thing publicly against his Credit, in the Interim before the Bill under his Acceptance falls due, the Holder, on hearing such a Report, should by a Notary demand of the Acceptor a better Security, and on not obtaining it, cause a Protest to be made for Want thereof, and send it away by the very next Post, that the Remitter may have an immediate Opportunity to demand and procure Security from the Drawer; and when the Bill is due, if it is not paid, another Protest must be made for Non-payment, and forwarded as the other; for which Protests the Drawer must be answerable, and pay the Charge of them jointly with those of Postage, Re-exchange, if the Money be redrawn, Commission, and Brokage.

8. When any Protest is received either for Want of Acceptance, or better Security, the Person to whom it is sent must presently repair with it to the Drawer or Indorser of the Bill, and upon sight thereof, he must give a satisfactory Security,

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Security if his own is not satisfactory, for Repayment of the Money received, with Re-exchange and Charges, if it is not paid when due; and it is customary in such Cases to make a Deposit suitable to the Value, or to procure some Person of unexceptionable Credit to be bound for its punctual Discharge.

9. It is customary, as I have observed before, for a Drawer in *London* to deliver his first Bill to the Person agreed with, on the Day of its Negotiation, and to recover on the second or third Bill, retained till the succeeding Post, so that it has sometimes happened through Misfortunes, though oftener with Design, that the Remitter has absconded or failed before Payment, so that the Bill arriving before the Advice of the Failure or Knavery, is accepted and must be paid, though Equity would certainly give Relief to the Party aggrieved, in Case of Fraud, provided the Deceiver could be found.

10. And if the Acceptor of such a Bill becomes insolvent, or refuses to pay it when due, the Drawer is obliged for its Discharge, with Re-exchange, Provision, &c. although he has not received its Value.

11. If a Merchant draws a Bill of Exchange for his own Account, and remits his Correspondents others, or Cash to discharge it, or orders him to revalue for its Amount, and in this last Case, the Re-draughts are accepted; though the Factor becomes insolvent, or retires with the Money, whilst the Bill is running on him, the Merchant shall be obliged to pay the Bill returned protested, with all charges of Re-exchange, &c. by which Means he furnishes not only these, but the Value of the Bill twice, so that a more than common Regard should be had to the Character of the Person employed in such Transactions.

12. If a Drawer fails before receiving Value for his Bill given, and the Remitter hath the Bill still in his Hands, he should restore it to the Creditors or Trustees of the Drawer's Effects; but if they refuse to admit it and insist on his performing his Contract, he is obliged to a Compliance, and must demand Acceptance, and endeavour to procure Payment of the same, though not till the Creditors or Trustees who urge him thereto have given him satisfactory Security, for the Payment of Re-exchange and incident Charges, in Case this Negotiation should return with Protest; and till they do this, they cannot oblige him to pay them the Value of the Bill.

13. When a Bill of Exchange is accepted, and not punctually paid when due, a Protest for Non-payment is so far from releasing the Acceptor, as some have formerly erroneously thought, that it exposes him to the Payment of more than he was before liable; as by Acceptance he only obliges himself to the Discharge of the Sum mentioned in the Bill, but under Protest must pay all Costs, Damages, Interests, &c. and for which he becomes liable to an Action on the Case, as soon as the Protest for Non-payment hath been made, and he may be arrested for the same accordingly.

14. In Case of a Remitter's failing, before he has paid the Value, and the Person to whom the Bill is drawn gets Advice of this Occurrence before Acceptance, and therefore refuses to accept it; the Bill on its returning protested, shall be paid, notwithstanding, with all Charges by the Drawer, under Proof from the Possessor, that he negotiated the said Bill, and paid a just Value for it: But if the Bill be directly forwarded to the Person to whom it is made payable; and sent him by the Remitter in Payment of a Debt he was owing him; then it is dubious whether the Drawer be obliged, as he has received no Value, nor the Possessor in any other Shape made the same good. And though the Drawer in such a Case is obliged to pay *extra* of what the Remitter owes him for the Value, the Re-exchange and Charges, yet the said Remitter stands indebted for no more than the bare Import of the Bill; nor can any Thing more be recovered of him.

15. When a Drawer acts simply for another's Account without engaging as Surety for the Negotiation, if the Value by any Casualty is not received, the Loss will fall on him for whose Account the Bills were given, unless the Drawer give the Remitter a Time for Payment, without advising his Principal thereof, or that he has neglected to demand the Money in the customary Time, or that

that the Remitter was at the Time of transacting the Affair known to be insolvent, or apparently declining in his Circumstances; in any of which, or similar, Cases, the Drawer shall suffer the Loss, whether he received any Benefit or not thereby, as it was occasioned by his crediting the Remitter.

16. If, through the Negligence of a Negotiator or Possessor of a Bill, the demanding Acceptance has been omitted or postponed till the Drawer has failed, and the Person it is drawn on, being ignorant of what has happened, accepts the same when presented, his Acceptance shall oblige him to the Payment, though procured after the Drawer's Insolvency; but if the Remitter or Possessor hath neglected to demand Acceptance, before the Drawer's Failure, and the Person to whom it is directed hath Advice thereof, he cannot be compelled to accept the Draught, though previous to the Knowledge of the Drawer's Misfortunes he hath acquainted him with his Intention to honour his Bill, and even afterwards confesses that he should have done it, had it been presented, and the Acceptance demanded, before the Advice of the Drawer's Failure reached him.

17. It is customary, in *London*, for the Possessor of a Bill to send it, on Receipt, to the Merchant's House, on whom it is drawn, for Acceptance, and leave it there, if desired, till the next Day, except the Post goes out the same Day it is received, which often happens from the unavoidable Irregularity of its Arrival, in which Case it should be accepted, or protested. And in Case a Bill so left should happen to be lost, or mislaid, either by the Person on whom it is drawn, or by any of his Servants to whom it was delivered, so that it cannot be returned to him who left it, neither accepted nor unaccepted, in this Case he who lost the Bill, if he intended to accept, or if he had accepted it, should give a Note under his Hand and Seal for the Payment of the Sum mentioned, and to the Party directed in the Bill, at the Time limited, or to his Order, upon Delivery of the *Second*, if it come in Time, or if not upon that Note, which is in all respects and Cases to have the Law Privilege of a Bill of Exchange, as it is but just and reasonable that he who hath lost another's *Specialty*, should make it good by some Means equivalent thereto; and in Case of the said Note being refused, Protest should be immediately made for Non-acceptance, and forwarded to the Remitter, as that for Non-payment should be, though there is neither Bill nor Note to demand it on, if the Contents of the lost Bill are not satisfied at the Time limited for Payment.

18. When any Person has Bills sent him to procure their Acceptance, with Directions to return them or hold them at the Orders of the *Seconds*, &c. and the Person to whom they are so sent either forgets or neglects to demand Acceptance, or if he suffers the Party on whom they are drawn to delay their Acceptance, and the Drawers in the Interim fail, he is certainly very blame-worthy for his Carelessness and Disregard of complying with his Obligation, though this will not subject him to a Payment of their Value; but if he should be urged and pressed to procure Acceptance and Payment to a Bill sent him, and should protract or refer the getting it done, and the Acceptant, being ignorant of the Drawer's Circumstances, declares he would have accepted it, had it been timely presented, the Person guilty of this Neglect will be obliged to make good the Loss, that has happened to his Correspondent, purely through his Omission and Carelessness.

19. If an Acceptor has heard that a Drawer has failed, he ought not to accept any of his Draughts afterwards, although he may, whilst ignorant of the Drawer's Circumstances, have promised Honour to his Bills; as his so doing may either prejudice himself, or a third Person, which he should carefully avoid, and not engage his Firm without a sufficient Security against all Claims and Demands, that may be made either by the Drawer himself, or any other in his Right.

20. And the Reasons are equally good against accepting any Bill from a Bankrupt Drawer, though it should bear Date before the Time of his Failure, and equal therein with the letter of Advice, as fraudulent Dealings are always to be feared in such Cases, and consequently to be guarded against; besides it is not safe

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21. If any one be drawn upon, on the Account of a third Person, and before accepting, has Advice of the Drawer's Failing, he ought not to accept the Draught, though he has promised the Drawer he would, as his Acceptance may be prejudicial to him; for if he has not Effects in his Hands, the Person for whose Account it is drawn, will naturally and reasonably scruple the satisfying the Value, or if he should, it will be a Detriment and Loss to him, if the other has not a sufficiency in Hand to answer the Bills. And he ought more especially to refuse Acceptance to any Bills of a Drawer who has failed, if the Person, for whose Account the same is drawn, advises of the Drawer's Insolvency, or on Suspicion of its Approach, hath forbidden the Acceptant to accept any of the Drawer's Bills for his Account, although he may have directed the Acceptance of them before.

22. When any Drawer fails, the Acceptor is not obliged to give better Security for Payment, but the Possessor must have Patience till the Bill falls due, before he has any Demand on the Acceptor; but then the Acceptor is obliged to pay, though he accepted for the Drawer's Account, and without any Effects in Hand.

23. But if an Acceptor, on a Drawer's having failed, denies Payment of a Bill, the Holder is not obliged to return it with Protest to the Place from whence it was drawn, as it is apparent that the Re-Exchanges and Charges are not recoverable from the Drawer, who must therefore, after Protests made, be proceeded against without Delay by Attachment, &c.

24. If an Acceptant fails, or absents himself, the Possessor is obliged, as soon as he has Notice of the truth thereof, to get a Protest made by a Notary Public in due Time, and to send the same, with the Bill, to the Remitter, that he may procure Satisfaction from the Drawer; and Advice should not only be immediately given to him, but even to the last Indorser, that every one concerned may be acquainted with the Occurrence, and the Drawer thereby impowered to order some other to pay his Bill if he pleases, and thereby prevent the Losses which Re-exchanges bring with them.

25. If the Holder of a Bill, either through Negligence, Ignorance of the Custom, or of the Acceptor's Failure, or that because the Bill did not come to Hand till after it was due, or from any other Cause or Motive, did not, or could not, have it protested by a Notary Public, nor send it away either before, or after it was due, till probably after the last Respite Day; yet this Negligence or Ignorance doth not hinder the Possessor's having Redress on the Drawer and Indorser, although the Acceptant failed before it came due.

26. When an Acceptor fails before the Day of Payment, and the Bill is made payable to Order, the Possessor should, as soon as possible, get a Protest made, and sent to the first Remitter, though he must retain the Bill till it falls due, that in Case the Drawer should think proper to order the Payment of his Bill by any other, the Possessor may be ready to receive it.

27. If when an Acceptor has failed, any other offers to accept and pay the Bill for the Honour of the Drawers or of any Indorser, the Possessor is not obliged to admit the Offer, if he has any Reason to suspect the Circumstances of the Person who makes it; but if he has not, or if the said Person will give sufficient Security for his Compliance, the Holder cannot refuse it.

28. Though it should be remembered that it is not safe to accept a Bill, whose first Acceptor has failed, but under Protest declarative of the Motives to it, which Protest should be immediately sent to the Drawer, or to him for whose Account it is accepted, with the Notary's Attestation of its being accepted for his Honour.

29. Though the Failure of an Acceptor be certainly known, and even acknowledged by the Drawer himself, yet this latter is not obliged to give any Satisfaction or Security to the Remitter till he produces the Protest; but if this is sent without the Bills, or the Bills without that, or both Bills and Protest are returned together, and these, or either of them shewn to the Drawer, he is obliged



obliged to give immediate Satisfaction, or Caution for the Payment of Re-exchange and Charges; though it would be imprudent in a Drawer to make Restitution of the Value received, or of the Re-exchange and Charges, only upon producing a Protest for the Acceptant's Insolvency; but upon producing this, and a Requisition thereto, he should give Security for the Payment thereof, at the Place where it is made payable, provided it can be done in Time; if not, for the Re-exchange, when the Bill that was accepted by the insolvent Person shall be produced; and till the said Bill be produced, he need not restore nor repay any Thing, without sufficient Security to deliver the Bill, and a full Discharge from all future Demands; and to make Restitution thereof with Interest, in Case the said Bill be paid to any Person, *supra* Protest. But if there is not Time enough to order the Bill's Discharge at the Place it was drawn on, the Drawer must give the Remitter Security to pay it at *that* it was drawn from, as soon as it becomes due.

30. The Drawer or Indorser is as much obliged to the Possessor of a Bill, protested for an Acceptor's Insolvency, as they would be if the Bill was protested for Non-acceptance.

31. When a Person is drawn upon and remitted to, in Bills payable to himself, and hath advised that he has accepted the Draught, if he fails before the Bills become due, the Loss must fall upon the Drawer, or upon him for whose Account he drew, and he will be obliged to make good the Re-exchange and Charges, though it be not protested in due Form and Course; but if he fails on the Day of Payment, or after, then the Bill is considered as paid, and the Loss must be borne by him for whose Account it was drawn, though it should be protested within the Days of Respite.

32. When a Bill is drawn for the Account of a third Person, and is accepted according to its Tenor for his Account, and he fails without making Provision for its Payment, the Acceptor is obliged to discharge his accepted Draught, without having any Redress against the Drawer.

33. If a Person on whom a Bill is drawn scruples the accepting of it for the Account of him it is advised to be drawn for, or if through Want of Advice he is ignorant for whose Account it is drawn, he may accept the same, *supra* Protest, if he pleases, for the Account and Honour of the Drawer.

34. When a Bill is made payable to Order, and indorsed by a substantial Man, before Acceptance be demanded, and the Acceptor scruples to accept it for Account of the Drawer, or for the Account of him it is drawn for, he may, if he thinks proper, do it *supra* Protest, for the Honour of the Indorser; and in this Case, he must first have a formal Protest made for Non-acceptance, and should send it without Delay to the said Indorser, for whose Honour and Account he hath accepted the Bill.

35. An Acceptance, *supra* Protest, obliges the Acceptor as absolutely to the Payment, as if no Protest had intervened; it being indifferent to the Possessor of a Bill for whose Account the same is accepted, and he hath his Redress and Remedy as sufficiently as ever against all the Indorsers and Drawers, if the Payment be not punctually made by the Acceptor at the Time of its falling due.

36. The Possessor of a Bill must be satisfied and content with an Acceptance *supra* Protest, if offered by a responsible Person, as it is of no Importance to him whether it is accepted simply or under a Protest, as the Acceptor pays the Charges, except he had Orders from the Remitter, not to admit of such an Acceptance, in which Case he should and ought to protest, if a simple Acceptance is refused.

37. When a Bill is accepted, *supra* Protest, and the Holder is not satisfied therewith, but by the Notary Publick and Witnesses demands a simple Acceptance, and, upon Refusal, makes a Protest; the Acceptor, if he continues resolved not to accept simply and freely, should renounce the Acceptance he had made, and insert that it be so inserted in the Protest; and be considered as null and void, as if it had never been done, otherwise he will act imprudently, and may suffer for it.



38. Neither the Possessor of a Bill, nor he that may demand Acceptance, nor any third Person whatsoever, may accept a Bill of Exchange previous to a Refusal from him it is drawn on, or that he cannot be found, and hath left no Order for the Acceptance; in any of which Cases, either the Possessor himself, or any other, may accept it, under Protest, after causing it to be protested for Non-acceptance; and the Method of accepting *supra* Protest is as follows, *viz.* the Acceptor must personally appear before a Notary Publick with Witnesses, whether the same that protested the Bill or not is of no Importance, and declare that he doth accept such protested Bill in Honour of the Drawer, or Indorser, &c. and that he will satisfy the same at the appointed Time; and then he must subscribe the Bill with his own Hand, thus, *Accepted supra Protest, in Honour of I. B. &c.*

39. An Acceptance, *supra* Protest, may be so worded, that though it be intended for the Honour of the Drawer, yet it may equally oblige the Indorser, and in such Case it must be sent to the latter; but such an Acceptance tends rather to the Discredit than Honour of the Drawer.

40. When the Possessor of a Bill hath admitted of a third Person's Acceptance, *supra* Protest, in Honour of the Drawer, then the Drawer is freed from any Obligation to give a further Satisfaction to the Remitter; but if the Acceptance be made in Honour of the Indorser only, the Bill is as absolutely protested in Respect to the Drawer, and he is as much obliged to give Satisfaction, either to the Indorser, for whose Honour it was accepted, or to the Remitter, as if the Acceptance, under Protest, had never been made.

41. If a Bill be protested for Non-acceptance, and after being accepted, *supra* Protest, by a third Person, the intended Acceptor, on receiving fresh Advices and Orders, determines to accept and pay it: the Acceptor, under Protest, may suffer it, though the Possessor cannot be obliged to free him from his Acceptance; and in Case the two Acceptors agree, he that was originally designed such, is obliged to pay him who has accepted *supra* Protest, his Commission, Charges, &c. as it was by his Acceptance that the Bill was prevented from being returned protested.

42. Any Man that will, may, *supra* Protest, accept a protested Bill for the Honour of the Drawer, or any particular Drawer, that was before accepted, *supra* Protest, in Honour also of some one particular, but later Indorser, and the first Acceptor is obliged to allow of the same, and yet remain obliged for his first Acceptance; but the last Acceptor is obliged to pay and allow Provision and Charges to the first, for the Reasons assigned in the preceding Case.

43. He that accepts a Bill *supra* Protest, puts himself absolutely in the stead of the first designed Acceptor, and is obliged to make the Payment without any Exception; and the Possessor hath the same Right and Law against such an Acceptor, as he would have had against the first intended one, if he had accepted.

44. When any one accepts a Bill *supra* Protest, he may lawfully demand a Recompence for the Credit given him, for whose Honour he accepted it, at least his Commission, Postage, and other Charges; and in Case he should be forced to take his Reimbursement by Re-draughts on the Persons for whose Account he accepted and pays, his Bill ought to meet with a a just and ready Compliance, besides a grateful Acknowledgement of the Favour.

45. No one should accept a Bill under Protest for the Drawer's Honour, till he has first learned the Reasons from the intended Acceptor, for his suffering it to be protested; but if the Acceptance be in Honour of an Indorser, such an Enquiry is needless.

46. Though the Drawer of a Bill, under Protest for Non-acceptance, and his Hand-Writing, be ever so well known, yet every one should be cautious in accepting it *supra* Protest for his Honour, provided the Person for whose Account it was drawn, be unknown, and cannot be found.

47. Any one accepting a Bill *supra* Protest, either for the Honour of the Drawer or an Indorser, though it be done without their Orders, or Knowledge, yet hath his Redress and Remedy on the Person for whose Honour he accepted

cepted it, who is obliged to indemnify him, as if he had acted entirely by his Directions.

48. If the Acceptor of a Bill, under Protest, for the Honour of a Drawer or Indorser, receive his Approbation of the Acceptance made, the Acceptor may freely pay the Bill, without any Protest for Non-payment; but if the Person, for whose Honour the Bill was accepted, returns no Answer to the Advice, or replies with a Disapproval thereof, unthankfully remarking that it was done without Orders; in this Case the Acceptor, *supra* Protest, must cause a formal one to be drawn up for Non-payment, against him to whom the Bill was directed, and on his continuing to refuse Payment, and he that has accepted it, is obliged to do it for him; he should engage the Possessor to transfer all his Action, Right, and Law of the Bill to him; for though this is not absolutely necessary, yet it will corroborate his Demands, when he comes to have recourse against the Person for whose Honour he accepted it (whether Drawer or Indorser) or any of the former Indorsers.

49. He that accepts a Bill in Honour of the Drawer, hath no Remedy against any of the Indorsers, because he obligeth himself only for the Drawer; and he that accepts for the Honour of an Indorser, can have no Advantage from any one, subsequent to him for whose Honour he accepted; but he and all that were before him, the Drawer included, are obliged to make the Acceptor Satisfaction.

50. When a Bill is protested for Non-Payment, any Man may pay the same, under Protest, for the Drawer's or Indorser's Honour, ever he that made, or he that suffered the Protest.

51. A Man after having freely and willingly accepted a Bill, cannot satisfy the same under Protest, in Honour of an Indorser, because he as Acceptor, is already obliged to him; but an intended Acceptor, not having yet accepted the Bills, may discharge them for the Honour of the Indorser or Drawer, as if he was a third Person unconcerned.

52. When a Person has Bills passed on him for the Drawer's Account, who, having made no Provision for the Payment thereof, gives the Acceptor Room to fear he shall have some Difficulty in obtaining a Reimbursement; in such Case, this latter, may suffer them to be protested when due, and afterwards either pay them himself, or some other for him, under Protest causing the Right and Title to be transferred to him, to enable him to prosecute the Drawer in Case of Need, or by this Means the more easily to prevail on him to refund the Value he received, when probably it would be difficult to persuade him to reimburse what the Acceptor has paid for him.

53. No Man must pay a Bill under Protest for Non-Payment, till he has declared before a Notary Publick, for whose Honour he discharges it, whereof the Notary must give an Account to the Parties concerned, either jointly with the Protest, or in a separate Instrument, or A&C.

54. He that pays a Bill *supra* Protest, immediately succeeds the Possessor in the Right and Title thereof, though there be no formal Transfer made, nor no *Cessio Actionis* from the Holder to the Payer; yet to prevent all Disputes, it may be more adviseable, especially in some Cases, to have this *Cessio* made in Form, and to this the Possessor is obliged whenever it is demanded of him.

55. The Possessor of a Bill, protested for Non-payment, is not obliged to admit of its Discharge from a third Person, *supra* Protest, either in Honour of the Drawer or any Indorser, unless he declare and prove that the Honour of that Bill was particularly recommended to him; in which Case, the Holder is absolutely obliged to admit the Payment from him, as if the intended Acceptor had discharged it.

56. But if the protested Bill be indorsed by the Possessor's Correspondent, and was remitted by him, then the Possessor, if he acts circumspectly will not admit of any Payment in Honour of the Indorsements, but under the express Condition that the Payer shall have no Redress or Remedy against the said Correspondent.

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57. He that discharges a Bill protested for Non-payment, in Honour of the Drawer, hath no Remedy against the Indorsers; though he that honours a Bill, protested for Non-payment, for an Indorser, hath his Remedy not only against the said Indorser, but against all that were before him, including the Drawer, though he hath no Action, Law, or Right against the Indorsers that follow him, for whose Account the Payer was willing to discharge the Bill; as has been mentioned about accepting Bills, *Sec.* 49.

58. When several Persons offer to honour a Bill protested for Non-payment, he that proffers to do it in Honour of the Drawer should first be admitted, and then, he that intends the same for the earliest Indorser.

59. When a Bill is paid under Protest, in Honour of an Indorser, and the Acceptor adviseth the Payer that there is another, or that he himself, will discharge it for the Honour of an earlier Indorser, or of the Drawer, and this before he that paid hath reimbursed himself by redrawing, then he is obliged to admit of it from the second, and to transfer his Right to him, though the second Payer will be obliged to refund to the first, not only his Charges, but half Commission also.

60. Men should be very circumspect and cautious in accepting or paying Bills for the Honour of the Drawers, and still more so, when they do it for the Honour of an Indorser; and ought to be very well acquainted with the Character and Circumstances of the Person for whom they engage their Firm, or pay their Money; and this Precaution is more especially to be observed, when a solvent Acceptor suffers a Protest for Non-payment, and his Reasons for so doing are strictly to be enquired into, previous to a Payment for the Honour of any one concerned, as they may be such as might dissuade any other from paying them *supra* Protest, though if they are intirely satisfied of the Ability of the Acceptor, they may with less fear pay the Bill, as he is obliged for its Discharge, in Case the Drawer or Indorsers refuse.

61. If the Protest for Non-payment be sent away, it is undavifeable to offer Payment under Protest, though the Bill be still retained, unless the Possessor will give sufficient Security to make Restitution, in Case the Drawer or Indorser should have repaid the Value and Charges, or otherwise agreed with the Remitters.

62. A more than ordinary Circumspection is likewise required in the Payment of Bills, under Protest, that are made payable to Order, and at some Days Sight, when there hath been any Neglect in the procuring Acceptance; and, above all, Men should be fearful to meddle with Bills that were not duly and timely protested.

63. When a Bill is paid, *supra* Protest, in Honour of the Drawer or Indorser, the Payer usually, if he has no Effects in his Hands, redraws the same directly on him for whose Account he paid it. with the Addition to the Sum mentioned in the Bill, of the Charges of Protest, Brokerage, Postage, and Commission.

64. And when he that pays under Protest hath revalued for his Advance, he ought, with his Advice of his Draughts, to send the Protest with the protested, and by him discharged, Bills of Exchange, jointly with the Instrument of his tendered Payment and its Acquittance, to his Correspondent, that they may be shewn to the Person, for whose Honour he paid, at the Time of demanding Acceptance of his Bills for Reimbursement, which ought in Gratitude to be punctually complied with; though if it should not, and the Person drawn on refuses Acceptance and Payment, he may be compelled thereto, as well as to defray all the Drawer's Charges and Damages, the Right being now in him, either by or without a Transfer of it from the first Possessor, as has been before explained.

65. If a Drawer make any Dispute, and alledge that his Bill was accepted, and therefore the Remitter must seek his Redress from the Acceptor, &c. he should be informed that he must primarily be applied to before it can be sued for from the Acceptor; and if a Drawer has any suspicion that his Bill, though accepted, will not be paid, he should recommend the Care of it to some other

Person for his own Credit, who may afterwards have recourse against the Acceptor, as this latter's refusing Payment exposes him to immediate Execution.

66. In Case of a Person's refusing Payment of his accepted Bills when due, they ought to be protested, and sent with the Protest to the Remitter or Drawer, which of the two it was that forwarded them, except they should order their Correspondent to detain the Bill, with a Prospect of obtaining their Discharge from the Acceptor.

67. The Possessor of an indorsed accepted Bill, protested for Non-payment, and not discharged *supra* Protest, hath his Redress on the Drawer and all the Indorsers; and therefore it is usual for the Possessor of such a Bill to redraw for its Value, &c. on him from whom he received it, whether he be the first Remitter, or any other Indorser; but if he is not to be found, or has failed, or if it is more for the Possessor's Conveniency, or to comply with the Request of a later Indorser, he may draw upon some earlier Indorser, and demand of him or the Drawer, Restitution of the Value and Charges, and, in Case of Refusal, compel him to it; still, however, the Person from whom he received, or with whom he negotiated the Bill, is obliged to refund, and he again hath his Redress on the Acceptor, Drawer, or any other earlier Indorser.

68. The Possessor of such a Bill must not directly demand Restitution from the Drawer, before he has given Notice of the Non-payment and Protest to the Indorsers, lest he lose his Redress on them; and he should, as well in Case of Protest for Non-acceptance as for Non-payment, advise the Remitter thereof without Delay, and send him a Copy of the Protest, that he may get Security from the Drawer.

69. No Bills of Exchange, protested or to be protested, can be attached in the Notary's Hands, except only when an Acceptor can demonstrate that he hath fully paid their Contents, and in this Case the Attachment will lie; otherwise it is of no Force or Validity; and the Notary may, when demanded, restore the Bill and Protest to him from whom he received it, to act therewith as he shall judge convenient.

70. No Person can be compelled to pay a Bill which has not been accepted; nor the Drawer or Indorser to the making Restitution, unless the Bill be returned with Protest for Non-payment; but if it is, and the Protest is in all Circumstances rightly made, he that gave or negotiated the Bill must make immediate and punctual Satisfaction for the Value, Re-exchange, Commission, Brokerage, Postage, and Protest.

71. The Drawer of a Bill payable to Order, is no further obliged, though the protested Bill was indorsed in several Places, and returned the same Ways, than for Payment of the Redraught made from the Place where the Bill was to be discharged directly to that where it was drawn, and at such a Course of Exchange as then governed; and the Indorsers are likewise no further obliged than for the Revaluing from the Place intended for its Payment directly to that where it was respectively indorsed by them.

72. When a Bill is in the same Place successively indorsed by several Persons, and is returned by Protest to the last Indorser, he is obliged instantly to make Satisfaction, either by himself or by some other Indorser before him or for him; and if he pay, and satisfy it himself, he is not then to demand Provision or Charges of the other Indorsers or Drawer in the same Place, more than what he has actually paid.

73. The Remitter or Possessor of a Bill protested for Non-payment, is not precisely obliged to solicit Restitution from the Drawer or Indorser, if he had rather seek his Redress from the Acceptor; and on the contrary he need not regard the Acceptor, if he prefers seeking Satisfaction from the Drawer or Indorser, nor is he obliged to allow them any Time for the Payment, but may, if it be not punctually complied with, proceed against which of them he pleases.

74. No Drawer or Indorser is obliged to make Restitution on Sight of the Protest alone, nor on Sight of the Protest and the unaccepted Bill, when one of them hath been accepted; but he is obliged to give a satisfactory Security to the

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75. If a Person who has accepted a Bill, refuses Payment when it is due, and the Bill, on being returned with Protest that the Drawer may satisfy it, meets with a Refusal from him also, and is sent back again to the Possessor, this latter in such Case has as much Right and Law against the Acceptor as against the Drawer, and may force either of them to a Compliance.

76. Though the Possessor of an accepted Bill hath no Redress against the Drawer, if he omits to protest it for Non-Payment, till the Days of Grace are expired, yet if the Drawer be still in Credit, he must send to him with the Protest, as till this is done, and they are returned, he cannot compel the Acceptor to discharge it.

77. When a Bill is made payable for the Drawer's own Account, and is not discharged when due, but protested for Non-payment, the Possessor need not return it on the Drawer, but may instantly compel him to make Satisfaction whenever he is found.

78. The Acceptor of an indorsed Bill, protested for Non-payment, cannot be proceeded against by Arrest or Attachment, though any one or all the Indorsers refuse to make Satisfaction, unless the Drawer also refuse to do it, and this be proved by good Evidence; and the Acceptor of a Bill returned to the Drawer with Protest for Non-payment, and sent back undischarged by him, is only obliged to pay the Exchange and Re-exchange, Provisions, and Postage, without other Charges.

79. And the Exchange is reckoned according to the Course at Sight, at that Time and Place where the Protest is made, to the Place where the Payment should be made by the Drawer; but if it is not complied with there, then the Sum is again increased, by the Commission and Postage being added, and the Course is now reckoned upon the whole Sum, according as it shall govern at that Time and Place upon Sight, to the Place where the Bill is to be paid, and the Acceptor is obliged to pay the Re-exchange and all the Charges, although the Parcel was not effectually negotiated and redrawn, *i. e.* Rechange, Provision, and Postage must be twice paid, &c. as Provision twice for the Exchange and Re-exchange; the Charges being only for Postage, and Protests, unless the Acceptor, by Delays and Excuses, forces the Possessor upon some necessary Charges to recover, which the Acceptor is obliged to pay; but no extraordinary ones, such as travelling, &c. will be allowed.

80. And if the Acceptor under the afore-mentioned Circumstances refuse immediate Payment to the returned Bill, a legal Interest may be charged him, from the Day that the Bill was due to the Time of its Discharge; though he shall not be obliged to make good any other Losses or Damage than those before-mentioned, notwithstanding the Expressions used in the Protest, as these are not to be construed as obligatory on the Acceptor to satisfy any Loss or Damage which the Possessor may pretend he has suffered from a Want of punctual Payment, and by this Means frustrating his Designs of some beneficial Engagement, or a Loss of a convenient Opportunity for advantageously employing the Sum detained.

81. When a Drawer is not of an established Credit in the Commerce of the Place he is settled at, it is common for some Merchant, who inclines to forward and protect, at first to indorse his Bills, till Time and Opportunity have rendered him and his Dealings better known; but if any such Friend excuses to indorse his Bills, and yet has a Mind to serve him, it is frequent on such Occasions for that Friend to subscribe the second or third Bill, which is done by the sole setting his Name under that of the Drawer, without adding a single Syllable thereto, as this doth as fully and amply oblige him as it does the Drawer, though the Obligation only extends to the Bill so subscribed, for which the Underwriter is answerable to the Remitter, or any other this latter negotiates it with; but if the Remitter keeps the subscribed Bill himself, and the Possessor of the other two unsubscribed would seek any Redress against the Security, he cannot for Want of the Bill that is subscribed; but as such Negotiations are only practised



practised for the Safety and Satisfaction of the Deliverer, without an Intention in any Shape to discredit the Drawer, they are usually concealed, and the subscribed Bill seldom sent away.

82. And when such subscribed Bills are satisfied, they should be returned to the principal Drawer, as he in the first Bill acknowledges to have received the Value, and the Remitter would be very imprudent if he paid it to the Subscriber though he contracted with him, and regards his Firm more than that of the Drawer's; but the Subscriber should take Care to enquire of the Remitter or Possessor, whether the Bill was punctually complied with when due, that he may for his Security have that which bears his Firm cancelled.

83. Exchange is made in the Name, and for the Account of a third Person, when any one acts therein by the Order, full Power and Authority of another, which is commonly called *Procuracion*; and these Bills may be drawn, subscribed, indorsed, accepted, and negociated, not in the Name or for the Account of the Manager or Transfacter of any or all of these Branches of Remittances, but in the Name and for the Account of the Person who authorized him.

84. And as such an unlimited Power, if abused, may be of the most fatal Consequence to the Giver of it, who certainly puts his Welfare and Fortune in his *Procurator's* Hands, it ought not lightly to be granted, nor till the most sedate Reflections and thorough Knowledge of the Person will justify the Step, and bring it within the Limits of Prudence; therefore a discreet Man will not hazard his Substance by such a Substitution, except through mere Necessity, and then will act with all the Circumpection possible in his Choice; and when he has passed his Nomination, and authentically substituted his Agent, he must advise those Correspondents on whom his Procurator may occasionally want to draw, &c. with his having given such a Power, and desire them to honour the Firm of his Substitute, whenever made use of for his Account.

85. And he that by such a Procuracion does either negotiate, draw, indorse, subscribe, or accept Bills of Exchange, by subscribing his own Name and Quality, that is, the Attorney of his Employer, does thereby as effectually oblige his Principal as if he himself affirmed, whilst the Procurator is not in the least obligated; but if any one, under the Pretence of having a full Power from a Person of Credit, transacts any Business for his own Account, 'he is not only obliged to perform all that he hath negociated in the Name of another Person, but is likewise liable to be punished severely for the Deceit; and such a Pretence no Way obliges the Person whose Name is made Use of therein.

86. It will therefore be prudent in every Remitter or Possessor of Bills to refuse any Drawings or Acceptance by the Wife, Servant, &c. of those they pretend to represent, unless they first produce the Power they say they act under, and this be in every Respect full and satisfactory, and neither antiquated, recalled, or cancelled; and it is asserted by *Marius* and others, that a Merchant's Letter to his Wife, Friend, Servant, or any other, to accept Bills of Exchange, is not sufficient without a Power of Attorney in Form; though if there should be no such Instrument made to either of the aforementioned Persons, yet if either of them have formerly in the Principal's Absence usually accepted his Bills, and he approved thereof at his return, I believe, on Proof of this, it would always be construed as his Intention, and be as valid and binding as a legal and formal Instrument.

87. In Negotiations of Bills, the Procurator should, before he concludes any, advise the Person treating with him of the Quality in which he acts, that he may be satisfied of the Validity of his Deputations; for if without mentioning any Thing thereof previous to his contracting, either by himself or a Broker, the other Party is not obliged to stand to the Agreement, or pay him any Money if he has acted as a Drawer, but may refuse to have any Thing to do with him; though, on the contrary, the Possessor of a Bill must admit the Acceptance of a Procurator, provided his Letter of Attorney be general, or expressly declaring that all Bills by him accepted, are for Account of the Principal, or limited only to the Acceptance of those Bills that the Possessor has; but, if the Pro-

curation be not clear and exprefs in thefe Particulars, then the Holder is not obliged to admit the Acceptance of one whole Power to perform it is doubtful or insufficient.

88. When Bills of Exchange are drawn on one Place, and made payable in another, the Intention of fuch a Draught fhould be mentioned at the Time of Agreement, otherwife it is not binding; and when Bills are drawn in this Manner, it is customary for the Acceptor to mention the Houfe they are to be paid at. *As for Example*; A. B. of London draws 500 Dollars on C. D. of Bilbao, payable at Madrid, which the Remitter fends to his Correfpondent there, and he to his at Bilbao, where being prefented to the faid C. D. he accepts it to be paid by E. F. [or in the Houfe of E. F.] of Madrid, and takes Care to furnifh the neceffary Fund in Time for its Difcharge, otherwife the Bill will be protefted for Non-payment in Madrid, as E. F. lies under no Obligation to pay it, if he has not Effects of the Acceptor's in his Hands, neither is he obliged to declare whether he will pay it or not, before it is due.

89. It is fometimes customary in Cafes like the above, for the Remitter, if he has no Correfpondent at the Place the Bill is drawn on, to defire the Drawer to fend the firft for Acceptance, and to return it accepted to him, or elfewhere as he fhall direct, which the Drawer cannot well refufe, though he is not ftrictly obliged to a Compliance; however when once confented to, and he does not return the Bill accepted in a convenient Time to the Remitter, or forward it according to his Order, this latter fhould fend the fecond Bill to fome other Perfon to procure Acceptance, as he cannot oblige the Drawer to give him any further Satisfaction, in Cafe this has not been done to the firft, and if refused, to enter a Proteft.

90. If the Acceptor of a Bill does not live in the Place where it is payable, as in the foregoing Cafes, and in Order to difcharge it, remits the Holder other Bills due at the fame Time as his, the faid Holder is not obliged to admit them in Payment, and if he confents to it may juftly demand his Commiffion on them, as he has a double Trouble in the Recovery of his Money; and on the contrary, if the Poffeffor defires the Acceptor to fend him the Value of the Bill in others, or in Specie, the Acceptor is under no Obligation to comply, unlefs he has an Allowance of a Provision for his Pains.

91. If the Perfon to whom the Bill is addreffed will not accept it, a Proteft muft be entered againft him for Non-acceptance, but that for Non-payment is properly made, as before obferved, at the Place where the Bill is payable; and though the Poffeffor is under no Obligation to feek elfewhere for Payment, yet he may, in Cafe of its not being punctually difcharged, proceed againft the Acceptor wherever he finds him.

92. Befides the afore-mentioned Method of drawing on one Place and paying in another, there is yet a different Manner of executing fuch Negotiations, as when Bills are not made payable or remitted to the Place directly where the Money is, but to fome other Place, from whence the Value is to be redrawn or remitted to the Place where the Payment muft be made. *As for Example*: A Perfon has Money lying at London, which he would willingly have at Dantzick, but as the Dantzicker cannot draw directly on London, he firft paffes his Bill on Hamburg or Amfterdam, and orders his Correfpondent there, to reimburse himfelf on London; and the Motives to this Sort of exchanging are either, firft, becaufe there is no Courfe fettled directly; or elfe, fecondly, where there is, it may be more advantageous not to make Ufe of it, but to negotiate otherwife.

93. When any one draws by Commiffion, it muft be either for the Account of him on whom he draws, or elfe for that of a third Perfon; if for the former, the Drawer fhould punctually advife him of the Sum drawn, and diftinctly in how many Bills, what Date, to whom, and when payable, from whom the Value, and at what Exchange, and indeed the fame exactnefs fhould be always obferved in Regard to advifing whenever Bills are drawn, and no Draughts fhould be paffed for the Account of a third Perfon without fpecial Order from him; and it is customary on fuch Occafions for the Acceptor to advife that he will honour fuch Draughts, whenever they appear, previous to the Drawer's

making them; and the Drawer on his Part should give punctual Advice both to his Principal and the Acceptor, whenever he executes his Commission; and it is usual in such Cases for the Drawer to mention in the Bill for whom he draws, by concluding it with these Words, *and place it to the Account of A. B. as per Advice from*, naming the Person, or the two initial Letters of his Name, which may prevent and obviate an Exception sometimes made by an Acceptor, that he did not accept nor satisfy the Bills for such an Account, but on the Drawer's only.

94. Bills may be, and many Times are, drawn upon a third Person's Account, who yet remains *incog.* to the Acceptor. *As for Example:* A. B. is straitened for Cash, and C. D. his Friend has none to spare him, yet willing to serve him, he makes his Credit supply what his Purse denies, and passes his Bill on E. F. of *Amsterdam* for the Sum that A. B. wants, with Orders to redraw the same on him [C. D.] which A. B. pays in due Time. And sometimes Bills are drawn for Account of a third, by Order of a fourth, *viz.* A. B. of *Antwerp* receives Orders from C. D. of *Madrid*, to draw for his Account on E. F. of *Hamburg*, but A. B. finding no Opportunity of effecting it, directs G. H. of *Amsterdam* to value for the Sum ordered on *Hamburg* for the Account of C. D. of *Madrid*, and to remit it afterwards to him the said A. B. Or else A. draws on B. with Orders to indorse himself by Draughts on C. for the Account of D. but B. should remite such a Commission, unless A. be his Security; and when he draws on C. he ought to advise him that he draws by Order of A. for the Account of D. and also give Advice to A. with all the Particulars of the Negotiation, though it is unnecessary to correspond with D. about it, this being A's Obligation.

95. He that hath Orders to draw on one Place, and remit to another, or *vice versa*, for the Account of a third Person, should not remit before he knows he can draw, nor draw before he knows he can remit, as by the doing one he may be in Disbursé, and by the other have his Principal's Cash lie by longer than may be pleasing; and when he hath an Opportunity to do both, he should, before concluding, make his Calculation whether he can execute his Commission within Limits, if limited, according to the Terms and Exchanges offered him.

96. When a Remitter by Commission hath sent his Bill to a third Person by Order of his Principal, and in his Letter of Advice hath clearly expressed for whose Account it is, then neither he nor his Employer can alter or recall the same, to the Prejudice of him to whom the Remittances are made.

97. If a Remitter in Commission stands *del credere*, as Creditor, for the Remittances, he acts indiscreetly if he has the Bills made payable to himself or Order that he may indorse them; for though this is frequently practised by the chief Bankers and Exchangers, with a View to conceal from the Drawer the Person to whom they remit it, it does not take off from the Imprudence of the Action, as the following Reason will evince, *viz.*

1st, The Indorser may be forgotten, and from this Omission may arise endless Disputes and Contests; 2dly, the Remitter by this Means makes himself liable not only to answer all Damages, &c. to his Principal, but also to every Possessor and Indorser of the Bill after him; for,

3dly, By indorsing the Bill, he makes it his own Bill, and obliges himself on the Account of his Principal, not only for the Value by him received, but for all other Charges and Re-exchanges.

98. And though a Remitter by Commission does not stand *del credere*, he acts with equal Imprudence, in having the Bills, as aforesaid, made payable to himself or Order, and then indorsing them, for thereby he effectually engages himself to stand *del credere*, without reaping any Advantage therefrom.

99. Any Remitter on Commission that stands *del credere*, may, upon the Return of a Bill for Non-acceptance, contract with the Drawer for the Re-exchange and Charges, and on his receiving Satisfaction, not only be compelled to remit, if he hath not indorsed the Bill, the same Value for a timely Discharge, but also to give his Principal the Advance of the Re-exchange, &c. but in Case he

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hath indorsed the Bill, he may absolutely refuse to give away those Advantages, as by his Indorsement he made it his own Bill, and he, as well as any other Drawer or Indorser, may have the Bill discharged when due, and appropriate the Gains of Re-exchange to himself.

100. A Remitter by Commission that stands *del credere* is not obliged to make good to his Principal any more than the Value he paid for the Bill, in Case it should be returned with Protest, and the Drawer is not able to make Satisfaction, as the Re-exchange and Charges must be the Principal's Loss, if they are lost, because the Remitter had Provision only on the Value paid; but if he obtain Satisfaction from the Drawer for the Re-exchange and Charges, he is obliged to make the same good to his Principal, though the Commissions he receives from the Drawer are his own, unless the just Sum, with the Provision and Charges, be effectually redrawn on him; and in this Case, he may place a Commission to his Principal's Account, for the Trouble of accepting and paying the Bill.

101. And a Remitter by Commission with *del credere* is obliged, on a Bill's being returned with Protest for Non-payment, immediately to make good its Value, or to suffer it to be drawn on him, because his standing *del credere* obliges him not only for the Drawer's Sufficiency, but for its punctual Discharge; though in this Case the Interest, Re-exchange, &c. is all for his own Benefit, notwithstanding the Drawer, incapable to make present Payment, should yet give Security to make a future Satisfaction; and the Remitter if he gives Orders for the Payment of the Bill, may charge his Employer with what he effectually pays more than the Bill was for, or what his Disbursements exceed the Value he paid, provided he remits the Principal to recover the Loss and Charges he sustains from the Drawer.

102. When a Remitter in Commission, standing Security, has made Bills payable to the Order of his Principal, or any other Person, that are returned protested, and they have been indorsed several Times in different Places, and consequently the Advice of the Protest must be for a considerable Time retarded in reaching the Remitter, he is notwithstanding obliged to make good to his Principal the Value by him paid, and that though the Drawer was for a considerable Time in Credit after the Advice thereof might have come to his Hands, if it had been sent directly. And in Case any one under the above Circumstances executes his Commission on his own Bills, and they return protested, he is then obliged, both as Drawer and Security, to make good to his Principal the Re-exchange and Charges, as if he had not been the Drawer himself, but a Stranger.

103. If any one remitting by Commission with *del credere*, makes the Bills for the Account of him to whom he remits, then the Risk of standing Security finishes with the Day of Payment: so that in Case the Acceptor, supposing him to be the Person to whom the Remittance was made, should fail the very next Day after the Bills became due, and though a formal Protest for Non-payment be not entered, the Loss will fall on the Principal, and not on him that remits by Commission; but if the Acceptor fails before the Day of Payment, or does timely protest against himself for Non-payment, then the Loss is the Remitter's, because he also is the Drawer to him, for whose Account the Draught was made.

104. When a Remitter by Commission hath Orders from his Employer to make Remittances to some of his Correspondents, that he supposes to be substantial Men, under the Remitter's Security, and there to wait the Principal's Directions, if the said Remitter advise him that he has complied with his Orders, and mentions to whom he remitted, and the exact Sums he paid, he is not obliged to his Principal, though the Remitted should fail, because the *del credere* hath only Respect to the Goodness of the Bills, and not to the Solvency of him to whom they are sent; as the Money, from the Moment of his receiving it, was at the Order and Disposal of the Principal, and this latter, if he trusted the other with it, it was a Matter of Choice, and at his own Risk.

105. If a Factor has Orders to draw on one Place, and remit to another with his *del credere*, and cannot recover for his Draughts, he must suffer the Loss, as his Security is for the whole Negotiation, and not for the Remittances only; and



if the Bills a Remitter takes be returned with Protest, and he cannot procure immediate Satisfaction from the Drawer, he may charge him an Interest on the Money advanced, although he then gives him Security for the Payment.

106. It is the Duty of every one drawn on by Commission to advise the Drawer, immediately on hearing of the Draught, whether he will accept it or not, on the Conditions, and for the Account of him for whom it was made; and if the Bill be for the Account of a third Person, the Acceptor must give him Advice also of the Drawer and Sum passed on him for his Account, and add when it falls due, and whether he will honour it or not.

107. He that is drawn upon for the Account of a third Person, from whom he has received no Orders for accepting, nor is in Cash for him, neither hath Directions to revalue on the Principal, acts prudently if he suffers the Bill to be protested for Non-acceptance, unless he knows the Drawer to be a responsible Man, and this inclines him to accept, *supra* Protest, for his Honour, which he may do if he pleases, and oblige the Drawer afterwards to make him Satisfaction; but in this Case, he ought immediately to advise the Drawer of such his Acceptance under Protest.

108. He that is drawn on for the Drawer's Account, or that of a third Person, and scruples to accept it for the one or the other, either freely or under Protest, may accept the same in Honour of any Indorser, *supra* Protest, that he thinks proper to trust, and is then obliged to give the Drawer, and the Person for whose Account it is, and also the Indorser for whose Honour he accepts, Advice thereof; and to send the Protest, with the Instrument of Acceptance, to the Indorser, that he may use it against the Drawer.

109. When the Acceptor hath accepted a Bill, *supra* Protest, in Honour of the Drawer or any Indorser, for Want of Advice, Order, or Provision, from him for whose Account the Bill is drawn, and he afterwards receives both Orders and Effects, he is then obliged to free the Drawer and Indorser from their Obligations, and to advise them that he will pay the Draught for his Account for whose it was drawn, and that he therefore discharges them.

110. If any one accepts a Bill with the Drawer's Obligation, he must at the Day of Payment advise the Drawer, whether he for whose Account the Bill was drawn, had made Provision for it, or otherwise disposed its Payment, and if this was done, he in Consequence discharges the Drawer from his Obligation.

111. When any one is drawn on for the Account of a third, by another with whom the Acceptor never had any Correspondence, and consequently must be ignorant of his Firm, he ought to be deliberate in his Acceptance, though he has Orders from his Principal to honour such Draughts, and should rather wait for the Drawer's Advice, that he may compare his Letter and Bill, than be precipitate in his Acceptance.

112. He that verbally or by Letter has promised to accept any Bills drawn on him for a third Person's Account, and he to whom the Promise was made, does, in Consequence thereof, give the third Person Credit, relying on a punctual Compliance; in this Case, he that has engaged his Word is obliged to fulfil it, or be answerable for all Damages that shall proceed from a Breach thereof, and though he cannot by Law be compelled to an immediate Satisfaction, a regular Process will oblige him to pay at last.

113. If a Factor has Orders from his Principal to accept a certain Sum drawn by a third for his, the Principal's Account at Usance, and the Drawer having no Opportunity of complying therewith at the Time, passes his Bills payable at Sight; in such Case, the Factor should not accept them simply, but if he has a Mind, may, under Protest, accept them for the Honour of the Drawer, and revalue the same on him, if he continues without Orders from his Principal how to reimburse himself; but if the Drawer should find Occasion to draw at half Usance, when the other half is expired, in such Case he is obliged to accept the Draughts freely and without Reserve.

114. If any one be drawn on by Commission, and ordered to redraw the Value on some other Place, which he cannot comply with, either from no Money's offering, or that the Exchange is not within his Limits, and it does not

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not suit his Convenience to be in Disburse, he may in such Case revalue directly on the Drawer, or on any other Place, even above the limited Course, if he cannot do otherwise, though on the best Terms he possibly can for his Principal's Advantage.

115. When any Person drawn on by Commission hath accepted the Bill, and the Payment is not demanded when due, he must, notwithstanding, debit the Principal for its Value, because he is always obliged to pay it whenever it is asked for.

116. The Acceptor of a Bill on Commission, drawn on him at Time, may, and must demand on the Drawer his accepted Bill, if this latter should think proper against the Time of Payment to call it in, and pay its Import himself, and the Drawer is obliged to restore it; but he should, before he parts with it, clearly express in Writing upon it, that he himself called in the Bill and satisfied it, and he is obliged to allow the Acceptor at least half Commission.

117. It is incumbent on him to whom a Bill is remitted in Commission, 1st, to endeavour to procure Acceptance; 2dly, on Refusal, to protest, if not forbidden, though not expressly ordered; 3dly, to advise the Remitter of the Receipt, Acceptance, or protesting it, and in Case of the latter, to send the Protest to him; and 4thly, to advise any third Person, that is or may be concerned in it; and all this by the Post's Return, without further Delay.

118. He that has Bills remitted to him for the Account of a third Person, or to be at his Disposal, cannot place the said Bills either to his own, the Remitter's, nor to any other's Account, but is obliged to observe the Order of him only for whose Account and at whose Disposal they were remitted.

119. If a Bill, remitted for the Account, or to be at the Disposal of a third Person, is indorsed or made payable at first to the Receiver thereof, or to his Order, he that receives the Bill, if he has advised the Person for whose Account or at whose Disposal it was directed to be, that he hath received such a Bill for his Account, &c. cannot revoke his Word to please the Remitter, but must attend the Order of the said third Person; though, if he hath not written nor advised him thereof, he then may at the Request of the Remitter, or the Remitter at the Instance of the Possessor, observe the last Order, to wait for further ones.

120. When divers Bills are remitted for Account of several Persons, and previous to the Possessor's advising the exact Sum appertaining to each particular, one of the Remittances should be protested for Non-payment, he may, if it suits him, revalue the same on the Remitter; and in Case he cannot get Satisfaction there, the Loss will then fall on all the Bills, to be proportionably divided *pro Rato*, on the Sums recoverable of the said Remittance; and if the Remitter stood *del credere* for any, he must lose *pro Rato* with the Rest.

121. When any one is drawn on for the Account of a third Person, and accepts the Bill, under Protest, for that of the Drawer, advising him expressly thereof by the Post's Return, then the Acceptor may, if he cannot obtain sufficient Provision from the Principal, or the necessary Orders for his Reimbursement before the Draught falls due, revalue upon the Drawer, without being obliged to seek his Redress first from the third Person for whose Account the Bill was; but if the Acceptance, *supra* Protest, was with the Obligation of the Drawer, then the Acceptor must, if the Drawer require it, have Recourse first for Satisfaction to the said third Person, though without being further obliged than to revalue on him; and if his Bill be protested, and not accepted or paid, then he hath his Redress upon the Drawer, who in this Case must duly discharge the same.

122. And when Provision for such a Bill, protested with the Obligation of the Drawer, is not timely made by the Person for whose Account it was drawn, but instead thereof he gives Orders to revalue for the same, either by him directly or on some other Place, the Acceptor must in such Case, before Compliance, consult the Drawer, as he is obliged to Satisfaction at all Events, and hold him bound till the Sum to be revalued shall be punctually discharged; and if it is not, but the said Redraughts return protested, then the Acceptor who paid the

original Bills, and must now satisfy those come back with Protest, may revalue the Sum, with the Charges, Commissions, and Protest, on the first Drawer, who continued obliged to satisfy the same.

123. When a Bill is accepted *supra* Protest, for the Account, or with the Obligation of the Drawer, and the Acceptor repents of the Steps he has taken, as suspicious of the Drawer's Compliance with his Redraughts, he should in such Case suffer the Bills to remain protested for Non-payment, after having first advised him of his Intentions, that the Drawer may take new Measures for their Discharge.

124. If any one be drawn on for the Account of a third Person, and accepts the Bill freely, the Acceptor in such Case hath no Redress on the Drawer, who is freed from the Obligation of accepting any Redraught on him, as the Acceptor has discharged him by his free Acceptance, and has only Recourse for his Reimbursement on the third Person, for whose Account he accepted.

125. When a Factor hath Occasion to redraw for the Principal's Account, to reimburse Draughts, first drawn on him, he may pass his Bills not only according to Order and within Limits, but may exceed the Order and Limits set him; and if he hath no Order, may redraw without it, or even expressly against it in Case of need, as he is under no Obligation to be in Disburse; and in Case the Principal will not accept his Factor's Bills so drawn, under Pretence that they are without, above, or against Order, the Acceptor must proceed against him in Law, and will undoubtedly recover both Principal, Charges, and Damages.

126. In all the Exchanges hitherto mentioned, the Drawer receives Cash from the Remitter, for Bills given him, whose Import he obliges himself shall be paid in ready Money, at the Time and according to the Conditions therein agreed on. But there is yet another Sort, called mixt, or debt Exchanges, wherein the Drawer receives no Money, but gives Bills in Payment of a Debt; and in such Negotiations the Creditor is deemed the Remitter.

127. And such Bills are made either for the Recovery of an old Debt, or to assure the Payment of a new one, contracted for Goods bought on Trust; and whether the Debtor makes the Bills payable by himself or another, and whether the Debtor and Creditor settle the Course or not, the Debt now changes its Nature; and he that gives a Bill of Exchange becomes thereby liable to the Laws concerning them, and may, upon Failure, be prosecuted in a different Manner than he could be for a Book Debt; and therefore a prudent Creditor will, on receiving such a Bill, make an absolute Agreement with the Debtor concerning the Course; and upon Receipt thereof, credit his Account of Goods, and debit his Account current for the Value.

128. It is unnecessary in most Countries to express whether the Value of Bills was paid in Monies or in any other Commodities, and I think *France* is the only Exception to this Rule, if the Debtor do but effectually receive it; and he that gives a Bill for the Payment of an old Debt, or for Goods then purchased, should demand an Acquittance from his Creditor, acknowledging to have received Satisfaction for such a Debt, or for such Goods, in such and such a Bill of Exchange, or so much of the Debt as the Bill of Exchange amounts to; and on the contrary, the Creditor must demand a Receipt from the Drawer, wherein he confesses to have received the Value of such a Bill, either in an old Debt, or Goods bought, and for full Payment, or in Part.

129. When a Creditor hath received such a Bill from his Debtor in full or in Part of his Debt, and it is not complied with when due, he must not be persuaded by his Debtor to neglect following the strict Course and Law of Exchange, by protesting, &c. nor should give the Acceptor longer Time, though solicited thereto, unless the Debtor engages under his Hand that it shall in no Shape be a Prejudice to him, nor annul or lessen the Law subsisting against himself, but that the Possessor's Rights shall be preserved as entire as if he had actually protested in due Form and Course; for without this the Debtor might disown any such Order or Request, and defy his Creditor, after he had neglected to secure the Payment by the Means the Law afforded him.

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130. When a Bill is drawn by Order, and for Account of a third Person and after being duly accepted, the Acceptor fails, the Drawer must make good the Re-exchange and Charges; but if he hath his Redress on him for whose Account he drew, and may charge his Account therewith, though the said Person hath already made a sufficient Provision for it to the Acceptor or hath honoured his Redraughts, and if both the Acceptor and the Person drawn for fail, the Drawer hath an Action on them separately to recover Satisfaction.

131. If a Bill be drawn, and accepted for the Account of a third Person, and he on whom it is drawn fails before the said third Person hath made him a sufficient Provision for its Discharge, and if the Drawer also fails, then he for whose Account the Draught was made, is freed from any Obligation to pay it, though drawn for his Account, unless the Possessor will give him a satisfactory Security to save him harmless both from the Drawer and Acceptor, or any of their Creditors, Assignees, &c. or unless it appears to him that the Possessor is satisfied by the Acceptor or some others for him, and doth relinquish all Pretences to both the Acceptor and Drawer's Effects.

132. When the Possessor of a Bill, payable to his Order, fails, and, to defraud his Creditors, indorseth it to another, who negotiates it, and effectually receives the Value, indorsing it again to a third, &c. and though the Creditors, having discovered the Fraud, oppose it, yet the Acceptor must pay it to him who comes to receive it, on Proof that he paid the real Value for it; but, if the insolvent Possessor has made it payable to any other directly, he might probably be allowed a Provision; but previous to his recovering the Principal, he must clearly prove how and when he paid the Value; and must swear, that before the Failure of the Indorser was known, the said Bill was, without any Collusion or Deceit, purchased by and delivered to him; and if he refuses to perform this, on an Opposition from the Creditors, he cannot legally receive a Farthing; and in Case he has recovered, he must refund it for the common Benefit of the Creditors, and must also draw and indorse the Bill that he received from the Bankrupt Possessor with an Intent to defraud them.

133. When a Bill is made or indorsed payable to any Person, who, unknown to the Acceptor, is become insolvent before the Day of Payment, if he, ignorant of the Possessor's Failure, discharge the same, such Payment is good and valid; but if he pay to any other upon the Possessor's Order, after knowing of his Insolvency, he exposes himself to the Hazard of paying twice, and justly merits such a pecuniary Punishment for his indiscreet and unfair Proceedings.

134. When the Possessor of a Bill fails, and the Acceptor can demonstratively prove that it was remitted for the former's Account, or upon Account of a Debt due to the Possessor, either from the Remitter or from any other on whose Account the Remittance was made, in this Case the Possessor is the true Owner and Principal of the Bill, and the Acceptor may pay it to him, and he must credit the Value to the Person for whose Account it is; but if the Bill be for the Account of a third, or for the Drawer's own Account, and neither of them have received any valuable consideration, from the Possessor, for it, then it ought to be paid to him, as the insolvent Possessor is not the true Owner of the Bill, but merely a Demander of Satisfaction; and the Acceptor should be obliged, when due, to pay the same to the next Order of the Remitter, or the true Owner of the Bill for whose Account it is.

135. If a suspected Possessor of a Bill should fraudulently twice draw effectually the same Bill, and give the *first* to one Man, with Directions where to find the *second* accepted; and the *second* to another, with Directions where to find the *first* accepted; in this Case he only hath Right and Title to the Money that first procures Acceptance, he not finding any accepted Bill as he was directed, whether it be to the *first* or *second*, it makes no Difference, nor whether it was first or last negotiated by the fraudulent Indorser.

136. When the Possessor of a Bill is become a Bankrupt, and in Order to defraud his Creditors, or others, conceals the Bill, which they have good Reason to conclude must still remain in his Hands, the Acceptor is obliged to declare whether he hath accepted such a Draught, and if he answer in the Affirmative,

Affirmative, the Creditors, or any other interested Persons, may prohibit the Acceptor's paying it without their Knowledge and Consent; and if any one appear at the Day of Payment, to recover, he must declare and prove, that he is the true Possessor of the Bill; and if none appear, the Acceptor is obliged to pay the Import of it to the Creditors or Assignees of the Bankrupt Possessor, they giving Security that the Acceptor shall be no Ways prejudiced thereby; or if he scruple doing it on their Security, he may deposit it in the Hands of Justice, for Account of the true Owners thereof; and if the Acceptor refuse Compliance, both with one and the other, the Creditors or their Assignees may protest against him for Non-payment, and send the same to the Remitter to procure Satisfaction of the Drawer, and if he makes none, they may compel the Acceptor thereto.

137. When a Bill is made payable to the Order of any Person who has failed before it reach him, and he, notwithstanding, on Receipt, indorses it, and makes it payable to some other, who demands Acceptance thereof, and the Acceptor, being ignorant of the Failure of the first Possessor, duly honours the same; in such Case the Acceptor, getting Knowledge of the Bankruptcy of the first Possessor, and that this preceded his Indorsement thereof, may refuse Payment of the Value to his Order, as the insolvent Possessor had no Faculty or Power, after his Failure to indorse a Bill of Exchange; and therefore it would be honest and prudent in the Acceptor, under such Circumstances, to offer Payment thereof to the Creditors, provided they give him a sufficient Security for his Indemnification, though if they refuse this, he should suffer the Bill to be returned with Protest.

138. It affords a just Suspicion of Fraud, when the Debtor of a Bankrupt pretends a Demand on the latter's Effects for having accepted and paid a third Bill, at the Insolvent's Request, to some of his Creditors, whilst his Reputation stood yet unimpeached; or that the Bill, whose third he subscribed, was protested, and he forced to pay the Re-exchange and Charges; as the Debtor and Creditor or Possessor of such a Bill may, by an undertaking between them, make many such Bills to the great Detriment of the Bankrupt's Creditors.

139. When the Possessor of a Bill hath neglected to procure Acceptance in Time, and the Person on whom it is drawn refuses it afterwards upon Account of the Drawer's Failure, the Possessor has no greater Privilege or Preference to the Drawer's Effects in the Acceptor's Hands than the other Creditors have, though the Drawer drew merely on those Effects, and the Draught would have been duly honoured if it had been presented, and Acceptance demanded, before the Failure of the Drawer was known.

140. Though the Possessor of a Bill, whose Acceptor fails before it becomes due, hath an open Account with him, and is his Debtor for a greater Sum than the Bill imports, and may now set off its Value, yet it would be more prudent in him to protest the Bill for Non-payment, and suffer it to be returned.

141. If the Drawer, or the Party for whose Account a Bill is drawn, fails before Provision is made to the Acceptor, then this latter paying at the Time, or if not accepted or not paid, but returned with Protest, the Drawer is entitled to a Preference, before all other Creditors, upon any of the Effects of the Insolvent that may be in their Hands.

142. When the Acceptor of a Bill hath Remittances made him to discharge it, by the Person for whose Account he accepts, and he, after receiving such Remittances, and before Payment of the Draught on him, fails, then the Principal must answer the Re-exchange and Charges, and be content to come in with the rest of the Acceptor's Creditors; but if upon the Acceptor's Failure the Remittances are found in his Possession unreceived, then the Principal, who made them, has a Right to their Return, and they must be paid to his Order; and in Case the other Creditors have recovered their Import since the Acceptor became insolvent, they are obliged to repay the same.

143. The Possessor of a Bill protested for Non-acceptance or Non-payment, whose Drawer and Acceptor are both failed, must concur with the rest of the Creditors, not only for the Value that was paid, but also for the Re-exchange and

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Charges, and for the Sum that the Drawer or Acceptor should have paid if they had continued solvent.

144. If both the Drawer and Acceptor fail, the Possessor hath a just Right and Title to demand Payment of both their Effects; and it is in his Option to begin with which he pleases first, and where the Appearances are greatest for a speedy Recovery; and if one of their Effects are not sufficient for Satisfaction, he may then get as much as he can of the other's, as they are both obliged.

145. And the same Right that he hath to the Effects or any Thing else appertaining to the insolvent Drawer, or Acceptor, till he hath received Satisfaction, he has likewise against any or all the Indorsers, if the Bill be returned unaccepted, and they fail; and if the Bill be accepted, and the Acceptor, Drawer, and Indorsers shall all fail, he may come upon all their Effects for Satisfaction.

146. The Possessor may demand the full Sum, with all Charges, out of the Goods and Effects of that Insolvent Drawer, Acceptor, or Indorser, where he shall think proper first to make his Claim; and what he receives there, he must place to account in Part of Payment of his Demands; and if he does not receive full Satisfaction, he cannot demand the whole again from another, but only the Remainder, and so from one to another till he be entirely satisfied.

147. If the Possessor of a Bill, whose Drawer, Acceptor, and Indorsers are all failed, receives something in Part of Payment, and the Bankrupt's Trustees do thereupon demand an Acquittance, with the Cession of the Action to him or them, the Possessor should not acquit nor transfer more of his Right to them than for the Value that he hath received.

148. When the Possessor hath received from one of the Bankrupts Part of his Demands, and applies to another of them for the Payment of the Remainder, he cannot cede or transfer his Right of Action against the Person from whom he has recovered Part, because he was therefore admitted into the Concourse of Creditors for his whole Demand, and accordingly received his Proportion; so that though a Possessor enter into such a Concourse, and receives as much of his Debt as he can get from one of the failed Parties, and thereupon doth absolutely discharge him, yet for the Remainder he may come upon the other Indorsers or Drawer, till his Bill be fully satisfied, only he cannot transfer his Action against him whom he hath discharged.

149. When the Possessor of a Bill, whose Drawer, Acceptor, and Indorsers are all failed, does first receive in Part of his Demands from one of the Bankrupts for whose Account the Bill was drawn, but had either drawn, indorsed, or accepted the Bill for that of another, without having any Effects in Hand; then the Possessor must enter into an Agreement with him who paid in Part, jointly to demand of the others (or any one of them) that failed, the remaining Sum, with Charges.

150. If the Possessor of an accepted Bill dies without leaving Executors, or any one to act in his Affairs, so that no one hath Authority to demand Payment of it, or to give a satisfactory Discharge, and yet some pretending hereto, apply for its Recovery when due, and on Refusal protest for Non-payment; in this Case the Acceptor must advise the Drawer of all the Circumstances, and his Motives for Non-compliance, who must on his Part consult with the Remitter to give further Orders, or he may deposite the Sum in the Hands of Justice, to be referred for the true Owners.

151. If the Possessor of a Bill accepted should agree and compound with the Acceptor, and the Drawer be the Acceptor's Debtor for the Sum he accepted, though the Drawer be thereby discharged from the Remitter and Possessor, and also from the said Acceptor, yet the Acceptor can debit the Drawer for no more of that Bill than he effectually paid, according to the Composition.

152. But if the Possessor hath made this Composition with the Acceptor, without the Remitter's Order or Consent, the Remittance being for the Remitter's Account, the Possessor will be liable to answer the whole Sum to him.

153. If the Drawer or Indorsers, being insolvent, deny that the Bills they have drawn and endorsed, and the Acceptor has accepted, were for Effects of their's which the Acceptor had in his Hand, or that they have since or before



Acceptance made Provision for the discharge thereof, they must at the Instance of their Creditors prove the same.

154. Besides the different Species of Bills beforementioned there are others, called **CONDITIONAL EXCHANGES**, being such as the Drawer doth not therein absolutely oblige himself to Payment, but on certain Terms agreed on; and in these Bills, the Condition must be clearly expressed, and on *that* the Acceptor should accept and pay, else not; wherefore if the Condition be not clearly expressed, these Kinds of Bills are like Bonds, liable to great Disputes and Contests.

Vid. Doug.  
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If the Acceptance be in Writing, and the Drawer intend that it shall be only conditional, he must be careful to express the Condition in Writing, as well as the Acceptance; for if the Acceptance should, on the Face of it, appear to be absolute, he cannot take Advantage of any verbal Condition annexed to it, if the Bill should be negotiated, and come to the Hands of a Person unacquainted with the Condition; and even against the Person to whom the verbal Condition was expressed, the Burthen of the Proof will be on the Acceptor. But,

A conditional Acceptance, when the Conditions on which it depends are performed, becomes absolute.

155. The accepting a conditional Bill obliges the Acceptor (whether he be the Drawer himself, or any other) absolutely to the Payment, if the Condition agreed upon be performed, or the Possessor will oblige himself to the Performance. So an Acceptance, on Account of the Ship *Tbetis*, when in Cath for the said Ship's Cargo, is sufficient to bind the Acceptor. See *Kydd's Treatise on the Law of Bills of Exchange and Promissory Notes*. London, 1790.

156. Though the Possessor of such a Bill is sometimes obliged to perform the Condition, and sometimes not; as Exchanges grounded on impossible, unlawful, or indecent Conditions, are *ipso facto* null and void.

157. When the Possessor is *absolutely obliged* to the Performance of the Condition it is not enough for him to mortify or destroy the Bill, excusing to demand Payment thereof, but he is obliged to make good to the Acceptor the Loss and Interest that he, or any other concerned, is like to suffer from the Non-performance of the Condition.

158. And on the contrary, when the Possessor is *not absolutely obliged*, then if any Thing happens without the Possessor's Fault, that may hinder him from performing the Condition, it does not always free and discharge the Drawer or Acceptor, but he is in such Case obliged to pay the Bill, though the Possessor do not perform the Condition, if he will but make good the Loss to the Acceptor or Drawer.

*As for Example.*—*A.* of London contracts with *B.* of Leghorn, to provide for him a Bale of Says, on the most reasonable Terms, and to send them to Leghorn at his own (*A.*'s) Risk, charging *B.* so much *per Cent.* (as shall be agreed) for his Commission, Risk, and Disburse, in the Invoice, whose Import *B.* shall be obliged to pay in eight Days after the Arrival of the said Goods at Leghorn; which Agreement being carried into Execution, and the Says shipped, and Invoice sent, *A.* draws the Amount on *B.* in the Manner following, *viz.*

London, January the 7th, 1791.

Exchange for 100*l.* Str. at 51*d.* *per* Dollar.

**E**IGHT Days after the Arrival of the Bale of Says, *per* the *Goodfellow*, Capt. *John Saunders*, marked *B* N<sup>o</sup>. 1, at Leghorn, pay to *C. D.* or Order, for Cost of the same, the Sum of one hundred Pounds Sterling, at fifty-one Pence Sterling *per* Dollar, Value in Account, and place it to Account, as *per* Advice from *A.*

To Mr. *B.*  
Merchant at Leghorn.

And when *B.* has accepted the Bill, he is obliged to comply with its Contents, without any Regard had to the Rise or Fall of the Goods, or any other Circum-  
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stance whatsoever that does not hinder their Delivery; but if the Says are lost at Sea, then the Acceptance is null, and the Bill mortified; yet if they arrive and are delivered, though damaged, *B.* must receive them and pay the Bill, and afterwards charge *A.* with what the Damage shall be rated at, on a Survey taken by Authority.

And, if a Merchant undertake to accept Bills to a certain Amount, on Condition that a Cargo of an equal Value be consigned to him, and an Order given for Insurance. If the Cargo consigned do not equal the Value, he is not bound to accept. *Kyd's Law of Bills of Exchange, p. 53.*

A small Matter will frequently arise on an Acceptance, according to the Circumstances of the Case: Thus, if a Merchant say, "Leave the Bill with me, I will look over my Books and Accounts between the Drawer and me, call to-morrow, and accordingly the Bill shall be accepted; this is no complete Acceptance, because it depends on the Balance of the Account, and on the Merchant's having Effects in his Hands to answer it, so that he gives no absolute Credit to the Bill." *Ibid. p. 53.*

But if he say, "Leave the Bill with me, and to-morrow I will accept it;" this is an Acceptance, for it gives Credit to the Bill, and prevents the Holder from taking the necessary Steps against the Drawer.

What shall be considered as an absolute, or conditional Acceptance is a Question of Law, to be determined by the Court, and is not to be left to the Jury. *Term Rep. 184.*

159. AMONG Conditional Exchanges may also be reckoned those Bills that are given upon Account of any Wager, or for the Assurance of Things dubious. And those made upon Account of a Wager, &c. are either single or reciprocal and mutual. The single ones are such as follow—a Person's giving a Sum of Money to another, who in Return gives him a Bill of Exchange, payable for a larger Sum than he received at the Day of Marriage, Surrender of such a besieged Town, or any other contingent or uncertain Event; as also to secure a Requital for some Favour or Service done, when the Bill may be made as follows, viz.

*London, March 7th, 1791.*

**F**OURTEEN Days after I am nominated a Commissioner of the Excise (or after I have obtained such a Suit of Law, &c.) I promise to pay to *A. B.* the Sum of one thousand Pounds, &c.

*C. D.*

*N. B.* This I think is rather a Promissory Note of Hand than Bill of Exchange; however, as it is termed this latter by some good Authors, I shall not presume to new name it.

160. When a Conditional Bill is not accepted, or if accepted, not paid, the Possessor must protest, and seek his Redress and Satisfaction from the Drawer; taking Care to insert in the said Protest, and also to prove that the Condition was performed, or that he was ready and willing to perform it, otherwise the Protest is of no Value.

161. In Case the Possessor of a Conditional Bill, who is absolutely obliged to the Performance of its Contents, would mortify the Sum, and not demand Payment to avoid performing the Condition, in such Case the Acceptor may compel him thereto, by depositing the Money, and protesting against the Possessor for Non-performance of Conditions and all Damages occasioned thereby, and then proceed against him according to the Law and Custom of Exchanges; and the Reason is, because he, the Possessor, would have acted in like Manner against the Acceptant, if he had been tardy.

162. If a Condition whereon an Exchange Contract is grounded, was once possible, after the Possessor had procured Acceptance, if the Possessor was obliged to perform it, or after the Remitter received the Bill from the Drawer, provided

the former obliged himself to a Performance, and it should afterwards be morally impossible, their neglecting the Opportunity makes them liable to satisfy all the Damage and Loss that the Drawer, Acceptor, or any other concerned shall prove they have suffered and sustained in it, because his Condition was the Cause of the Contrary.

163. A Condition may be said to be performed, though it be not actually, performed by the Professor, if another acts for him and does it by his Order, or if another concerned in it acknowledge it as *quasi* performed, and this will oblige the Acceptor to pay. As thus, if *A.* pay to *B.* then pay to *C.* &c. or if *A.* and *B.* discount, or *B.* confesses himself satisfied, the Condition is performed.

164. As *Pro Forma* Exchanges are frequently practised, I shall mention some Particulars concerning them in this general Treatise of all the different Species of Bills; and shall first observe, that when any one would draw on his Debtor, and avoid the Risk of having his Bill returned, he may make his Draught payable to a Friend, or some Dependent, and for the greater Formality, insert Value of some one, though he has received none, and another Person's Name may be used, as a Remitter, with or without his Knowledge and Consent, or a feigned Name may be inserted instead thereof, though this must only be done when the Bill is made payable to a third, or any other Person, or his Order, for if the Bill be made payable to the Person whose Name is used as a Remitter, or his Order, it must be with his Consent and Approbation.

165. When a feigned Name is used, or any true Name unrequired, and only *pro forma*, the Drawer must necessarily advise the Person to whom or to whose Order it is payable, that the Value is only set *pro forma*, and the Name feigned or used without the Person's Knowledge; but if any Man's Name is inserted with his Consent, the Bills are usually made payable to his Order, who is the Remitter *pro forma*, demanding Acceptance and Payment in his own Name, by which Means the Correspondent need not know but that the Bill is real, otherwise he must be acquainted with the Truth, and that the Bill was only made *pro forma*.

166. A Man ought to be very circumspect in lending his Name to a *pro forma* Bill made payable to his Order, as such Bills cannot be drawn in, nor will be paid without his Indorsement; and this, though it be only to pleasure the Drawer, and for Form Sake, will oblige the Indorser to the Possessor really and absolutely, and not formally only.

167. When a Bill, wherein a Person's Name is used *pro forma*, is made payable to his Order, and drawn in or negotiated and indorsed by him, the Possessor must make good the Value to him, and not to the Drawer, though he knew certainly that the Indorser's Name is only used *pro forma*; except the Indorser, by an Order under his Hand, direct the Holder to make it good to the Drawer, or unless the Indorser, at the Request of the Drawer, had indorsed it in Blank, in which Case the Drawer, however, is obliged to indemnify the Possessor from all Damage or Claims that the Indorser might in any way make.

168. He that, to pleasure his Friend, suffers himself to be made the Remitter of a *pro forma* Bill, and does draw in and indorse it, whether he receives the Value himself, or pays, or assigns it to the Drawer, he ought, though he has no Interest in the whole Negotiation, to make a Minute thereof in his Books, at least to enter it in his Waste-Book, as a Memorandum; and to receive the Value himself is most prudent, as the Drawer's Assignment on him for it afterwards, will be his Acquittance.

169. When any one draws upon his Debtor, and to prevent Loss by protesting, makes the Bill payable to the Order of some Person, who, after Acceptance procured, will draw it in, or direct his Correspondent to receive it, and for Form makes the Value received; he should be very cautious whose Name he makes Use of, and to whom he sends the Bill, that in Case the said Remitter should happen to draw it in, and it should be protested for Non-payment, and the Indorser prove insolvent, he, the Drawer, may not be obliged to satisfy the

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Re-exchange to the Possessor of his Bill, without having received any Thing for it, or if the same should be paid, he do not barter a bad Debt for a worse, and quite lose his Money.

170. When a Drawer dares not draw in the Bill, whose Value he hath made received *pro forma*, fearing lest the Person it is addressed to should not accept it, or not pay it if he did, and therefore makes it directly payable to one living at the same Place with his Debtor, advising his Correspondent that for some particular Reasons the Value is made received, though only *pro forma*; in this Case, the Possessor should act with Prudence and Caution, in paying the Amount of the Bill after receiving it, which ought not to be to the Drawer, without an express Order from the Remitter, or the Person whose Name is used as such, for his so doing; or unless the Drawer give him a sufficient Satisfaction, and he knows him to be both a solvent and honest Man.

171. Among *pro forma* Exchanges, those Bills must be reckoned which are drawn on a Debtor, and remitted to a Creditor of the Drawer's; to be paid to his Order, Value of the same, *pro forma*, and without agreeing to any Course, only requesting from him to procure Payment, and place it, when received, to his Account.

172. A Debtor, on giving such a Bill to his Creditor, should demand a Receipt from him for the Bill, with an Acknowledgement that his Name as Remitter is only used *pro forma*, and obliging himself when paid, either to remit or credit it to the Drawer, according to the then current Course of Exchange; but, if he cannot recover the Bill, he must excuse putting the Drawer to any further Charge for Protests, &c.

173. And when a Creditor admits of such a Bill from his Debtor, he should take from him an Order under his Hand, to send the said Bill to his Correspondent, or to demand himself Acceptance and Payment, that in Case the Money should be received by his Correspondent, but not remitted to him, or being remitted, the Remittances are not paid, or that Protests not being made in due Form, &c. the Debtor may have no Room to complain of his Creditor, who will by this Means avoid exposing himself to the Loss that may accrue from the Correspondent's Mismanagement, which, had he acted without Orders, he would be liable to pay.

174. And if in such a Case the Debtor fixes his Course with his Creditor, whether before or after the Acceptance is procured, and does credit his Account current with the Sum; or else when another, whose Name is used *pro forma* agrees for the Course with the Drawer, and pays him the Value, then his Exchange loses its *pro forma* Nature, and becomes actual and real; and in Case of Protest, the Drawer is obliged to make good the Re-exchange and Charges.

175. When such a Bill, at the Request of the Debtor, is by the Creditor drawn in, and the Value is made him good in Account current, the Loss by Re-exchange and Charges appertains to the Debtor; but, if the Creditor draws in the Bill without the Drawer's Order, the Loss must be his, if any happen.

### *Of the Loss of Bills of Exchange, &c.*

176. **BILLS** of EXCHANGE are often lost by being mislaid, the Post's Mis carriage, or various other Accidents; it is therefore customary to give three of the same Tenor or Date, as has been before observed, and sometimes four or more, concerning which I shall mention some particulars, for my Reader's Government and Information.

177. When a Remitter declares to the Drawer, that the Bills he received are lost, or so mislaid that he cannot find them, and desires him to repay their Value, under a satisfactory Indemnification from any future Prejudice or Demands about them; the Drawer in this Case, is not obliged to comply, though the Negotiation was for his own Account; only, he must give other Bills, and take Care that these be exactly the same with the former, differing in nothing, but that, if he



had given the first, second, or third before, he now adds the fourth and fifth, though this should not be done neither, after the Bills are fallen due, unless the Remitter give the Drawer sufficient Security to bear him harmless.

178. It is the Duty of all Possessors of Bills to have a special Care of them, that they may escape the aforementioned Accidents; and it would be prudent in every Merchant to fill up blank Indorsements, as soon as he conveniently can, after Receipt, lest he should lose them, and the Finder do it for him.

179. Whenever a Possessor discovers that he hath lost a Bill, he ought instantly, or at least before the Day of Payment, to advise the Acceptor thereof, with the Precaution not to pay it to any other than him, or his Order, and in Case another come to recover, to stop it, and advise him thereof.

180. If the accepted Bill be the *first*, and is made payable to the Order of one at the Place of its Discharge, and he in whose Favour it is, intends to draw in the *second*, but has lost the *first* that was accepted, and has no *third* or *fourth*, nor cannot procure them, as the Drawer is dead, or absent, &c. he may yet draw in and negotiate the Sum, if the Indorser, in Case his Firm be unknown to the Acceptor, sends a full Power, by Letter of Attorney, to him he would have it paid to, for receiving it; but if the Indorser's Hand be well known, and himself in good Credit, then a written Order to the Acceptor for its Payment, with an Indemnification, will be sufficient.

181. But it should likewise be remarked as an Act of Imprudence in an Acceptor, to satisfy a Bill made payable to Order, though by him accepted, if that, or another of the same Tenor and Date, be not indorsed in due Form, and delivered up to him, with the accepted one, at the Time of Payment, though demanded by the Person whom the Remitter or Indorser hath impowered for that Purpose; but when the accepted Bill is lost, and the *second*, unaccepted, is regularly indorsed till it come to him to whom it is payable, the Acceptor, in such Case, is obliged to pay the same when due, upon a sufficient Security given him to deliver up the accepted Bill if it again appeared, or to indemnify him from any future Demands for its Value.

182. When any one missees his accepted Bill, whether payable directly to the Possessor or to his Order, or if such a one receive Advice from his Correspondent that he has remitted him *such a Sum, in such and such a Bill, &c.* though on opening his Letter he finds the Bill is not inclosed, or if the Letter and Bill have miscarried, of whose forwarding he has Advice by the succeeding Post, and finds that the Day of Payment draws so near, as to hinder his getting other Bills in Room of the lost one, he may when it comes due, demand Payment upon his Letter of Advice, with the Tender of Security to free and discharge the Acceptor from any future Demands of that Sum, by Virtue of the lost Bill; and if the Acceptor will not pay on those Terms, he may be protested against for Re-exchange and Charges.

183. When an accepted Bill, protested for Non-payment, is lost, the Drawer is not obliged to make good the Re-exchange and Charges, unless he obtain sufficient Security to indemnify and free him from all future Demands, and engage a Restoration of the Sum with Interest, which he shall have paid for the Re-exchange and Charges, in Case it should appear that the Bill, pretended to be lost, should afterwards be paid by the Acceptor or any other *supra* Protest.

184. When an accepted Bill is lost or mislaid, the Remitter or Possessor cannot have immediate Satisfaction from either the Acceptor or Drawer, but must proceed against them in the ordinary Course of Law, as if it was for some other Kind of Debt, as a Protest cannot be made but upon an accepted Bill, or the refused Offers of Indemnity.

185. *Marius* advises, that as soon as the Possessor of a Bill missees it, he should have immediate Recourse to the Acceptor, and in the Presence of a Notary and two Witnesses, acquaint him with its being lost; and signify to him, that at his Peril, he pay it to none but those with his Order; and *be* adds, that no one should refuse Payment of a Bill he has accepted because it is missing: As *be* asserts, that Protest being made for Non-payment, upon the Offer of a sufficient Security and

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and Indemnification, will oblige the Acceptor to make good all Losses, Re-exchange and Charges, as he wilfully occasioned them \*.

So, by the Statute of 9 Will. III. Sect. 3. "It is provided, that in Case, any such inland Bill or Bills of Exchange, as mentioned in the former Part of the Act, shall happen to be lost or miscarried within the Time before limited for the Payment of the same, then the Drawer of the said Bill or Bills, is and shall be obliged to give another Bill or Bills of the same Tenor with these first given, the Person or Persons to whom they are or shall be so delivered giving Security, if demanded, to the said Drawer, to indemnify him against all Persons whatsoever, in Case the said Bill or Bills of Exchange, so alledged to be lost or miscarried, shall be found again."

186. If the *first* accepted lost Bill was made payable to him that lost it, and the *second*, unaccepted, should be made payable to another Man, then if the Money be really paid when due to him, to whom the *first* accepted, though lost Bill was payable, such Payment is warrantable and good, and the Possessor of the *second* can have no Demand on the Acceptor.

187. And suppose the said *first* accepted Bill should be found by a Stranger, who demands the Money in the Name of him to whom it is made payable, or that the true Possessor should have assigned it to another, and taken up the Value, yet neither can have any Demands on the Acceptor, if previous thereto he has paid it to whom it was payable, though without the accepted Bill, under proper Security and Indemnification.

188. If a Bill of Exchange be lost by him, with whom it was left for Acceptance, or that he hath by Mistake given it to a wrong Person, or by any other Change or Intention, the Possessor cannot obtain a Return of his Bill, neither accepted nor unaccepted, he that lost it is obliged to give the Person to whom it was payable, or to his Order, a Note of Hand for Payment of its Amount on the Day it becomes due, upon Delivery of the *second*, if it arrives in Time, or if not, upon the said Note, which in all Cases is to have the Law and Privilege of a Bill of Exchange; and, if the Acceptor refuse this, the Holder must immediately protest for Non-acceptance, and when due must demand the Money, though he has neither Note nor Bill, which, if refused, a Protest must be regularly made for Non-payment.

Where an original Bill is lost, and another cannot be had of the Drawer, a *Kyd's Law of Bills of Exch.* Protest may be made on a Copy, especially where the Refusal of Payment is P. 88. not for Want of the original Bill, but merely for another Cause.

189. The Possessor of a Bill should be careful that it be sent to the Place of Payment in Time for its Recovery, and not detain it to the last Moment, as the irregular Arrival of the Post may hinder it from getting there till after due, in which Case, a Protest will be insignificant in Regard to its Recovery of the Drawer, as this was not timely demanded; and therefore he that constitutes himself another's Agent, and receives Bills to solicit their Recovery, and neglects demanding Payment when they are due, or, if refused, omits protesting, will be obliged to make good the Damage that shall accrue through his Remissness.

190. He that is Possessor of a Bill, which only says, *pay*, without mentioning the Time when, or that it is without a Date, or not clearly and legibly written, payable some Time after Date, &c. so that the certain precise Time of Payment cannot be calculated or known, must be very circumspect, and demand the Money whenever there is any probable Appearance of the Time's being completed that was intended for its Payment, or that he can demonstrate any Circumstance that may determine it, or make it seem likely when it should be paid.

191. When a Person hath a Bill sent him to demand Acceptance, with Directions to hold it at the Order of the *second*, and if the same is not produced, properly indorsed, at the Time it becomes due, nor the *first* asked for, the Possessor of this may demand Payment thereof, on giving Security to produce the indorsed Bill

\* But if a Bill, lost by the Possessor, should afterwards come into the Possession of any Person, who shall have paid a full and valuable consideration for it, without Knowledge of the Circumstance of its having been lost, the Drawer and the Acceptor, if the Bill was accepted, or the Drawer, if it was not accepted, must pay it, when due, to such a fair Possessor, so that *Marine's Law* seems very doubtful, and the Provision of the Statute of Will. III. may in many Cases be useless, to the Loser of the Bill.

Bill, and in Case of Refusal he may protest for Non-payment, and such a Protest is of Validity against the Drawer; but yet, if he that hath the Bill omits to demand Payment, and to protest, he is no Ways culpable nor responsible, but the Detainer of the indorsed Bill may thank himself for his Carelessness.

192. Though a Bill be not indorsed, or the Indorsement not right, but something wanting in it, yet the Possessor is allowed to demand Payment, and the Acceptor is obliged to make it, upon Delivery of the two Bills, if he will under his Hand and Seal oblige himself to procure the third properly and truly indorsed.

193. If, through Mistake, the Words and Figures describing the Sum in a Bill of Exchange differ, the former are to be preferred, until further Advice clear up the Disagreement; as it is more natural to suppose that a Man may mistake in making a few Figures than in Writing several Words, and the former at the Top of the Bill only serving to express an Abbreviation of the latter wrote at Length in the Body, and are indeed the very Substance of it, and therefore more particular Regard ought to be had to them than the others; and for the same Reason, though the Sum figured in the Letter of Advice and Bill do agree, the Words in the Body of the Bill should determine the Affair, at least till the Certainty can be known.

194. And if the Name of the Person to whom the Bill is payable should be altered, erased, or interlined before Acceptance, this will not justify the Acceptor's Refusal to pay it when due to the Person whose Name has been so mended or interlined, as he must or ought to have taken Notice of such an essential Particular, when he accepted the Bill, and should have started the Objection and satisfied himself about it before accepting, as this obliges him to a Compliance, even though he should aver that the Amendment or Interlining was made after, except he can prove it, which it will lie upon him to do.

195. If the Direction on a Bill of Exchange be forgot, but the Remitter advise his Correspondent on whom it was intended to be drawn, the Possessor may demand Acceptance, and in Case of Refusal protest against the Drawer, and recover the Charges of him; and in Case the Person drawn on have a Letter of Advice from the Drawer, desiring him to accept such a Bill, he may safely do it, though it comes without a Direction.

196. Another Method of exchanging, very different from all those before-mentioned, is that by Bills on Marts and Fairs, and though the *English* have very little Concern in these Negotiations, I have thought it not foreign to my Design of giving my Readers a general Notion of Exchanges, to describe the Nature of those particular ones; which I shall do in speaking of a few of the most considerable, and from these a just Idea may be formed of all the Rest.

197. There are many Fairs in *Europe*, where Business for very great Sums is transacted; as at *Lyons, Rheims, Rouen, Bourdeaux, Troyes, St. Denis, Dieppe, Toulon, &c.* in *France*; *Francfort*, upon the *Main*, *Leipzig* and *Naumbourg*, in *Germany*; *Bolzano*, in the *Ferol*; and *Novi*, subject to the *Genoise*; with divers others unnecessary to be mentioned here; and, as I proposed, I shall limit what I have to say concerning them in Regard of Bills, to those of *Lyons, Frankfurt, Leipzig*, or *Leipzig*, and *Naumbourg*, being the most considerable of all others.

198. There are yearly four Fairs at *Lyons*, in which each hath his Payment of Bills, bearing the Name of the preceding Fair; the first is that of the *Epiphany* which alway begins in *January*, the *Monday* after *Twelfth-Day*; the second is *Easter* Fair, beginning on *St. Nisier's* Day, in *April*; the third is *August* Fair, which begins on *St. Dominick's* Day in that Month; and the fourth is the Fair of *All-Saints*, beginning on *St. Hubert's* Day, in *November*; and as each Fair has its Payment, the major Part of the Bills on this City are not made payable in Fair Time; and though they should be, they will only be discharged afterwards in the Payment of that Fair, which Payments are regulated as follows, *viz.*

199. The Payment of the *Epiphany* begins the first, and ends the last of *March*; that of *Easter* begins the first, and ends the last of *June*; that of *August*

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begins the first, and ends the last of *September*; and that of *All-Saints* begins the first, and ends the last of *December*; so that when Bills are drawn to be paid at one of these appointed Times at *Lyons*, that is not yet begun, the Drawer says, *Pay this my first of Exchange, &c. in the next Epiphany Payment, or in the next Easter Payment, &c.* but if the Payment is already begun, the Bill must then be drawn payable in *this current*, or *Present Payment of Epiphany, or this current Payment of Easter, &c.*

200. It was customary formerly to make the Bills drawn from *Amsterdam* and elsewhere, on the Payments of *Lyons*, in golden Crowns of the Sun; but as this Specie has been long since decried in *France*, the present usage in Exchange is to draw for the Payments of *Lyons*, as is practised on all other Parts of that Kingdom, viz. in Crowns of sixty Sous.

201. The Bills, drawn in the above Manner, are to be accepted in the six first Days of the Payment they are made payable in, and the Person they are drawn on is not obliged to declare whether he will or will not accept till the sixth Day, but after that Day, the Bearer may protest them for Non-acceptance, though he should detain them during the whole Time of that Payment, to see whether any one offers to discharge them; however the Protest should immediately be forwarded to the Remitters; and if any one pays a Bill of Exchange in the Time of the Payment, before the sixth Day, or if this be a Feast the Day following, it will be at his own Risk.

202. The Bearers of Bills not satisfied by the last Day of any Payment, must protest them on the third Day after the Payment finishes, otherwise they will lose their Right against the Drawers; but if this is done in Form and in the Time prescribed, the Holder may afterwards refuse Payment from any one that offers it, and take his Reimbursements on the Drawer, both for Principal and Charges.

203. And the said Possessors of Bills are obliged to take their Reimbursement on the Drawers or Indorsers in a Time limited, viz. For all Bills drawn from any Part of *France*, in two Months; those which are from *Italy, Switzerland, Germany, Holland, Flanders, and England*, in three Months; and those which are drawn from *Spain, Portugal, Poland, Sweden, and Denmark*, in six Months, to be counted from the Date of the Protest; and in Default thereof they will lose their Rights against the Drawers or Indorsers.

204. *FRANCORT* has two annual Fairs of great Resort, viz. the first is the Fair of *Easter*, beginning the Sunday before *Palm-Sunday*, that is, fifteen Days before *Easter*; and the second is the *September Fair*, which commences the Sunday preceding the Birth of the Virgin *Mary*, which is the 8th of *September*, if this Feast happens on *Monday, Tuesday, or Wednesday*; but if it falls out on *Thursday, Friday, or Saturday*, then the Fair does not begin till the Sunday following, or on the Sunday which that Festival may fall on.

205. Each of these Fairs lasts fifteen Days or a Fortnight; the first Week is appointed for accepting, and the second for paying the Bills of Exchange; the Acceptance payable in Fair-Time is made from the *Monday* of its Opening to the *Tuesday* of the succeeding Week at nine o'Clock in the Morning, after which Hour, the Possessor of a Bill is no longer obliged to wait for Payment, but should protest, or at least note it for Non-acceptance, which indeed he may do from the Moment that Acceptance is denied.

206. Bills on these Fairs were formerly accepted verbally, but they must now be accepted in Form as other Bills are, by Subscription of the Acceptor's Name, with the Day of its Acceptance; and when a Bill thus accepted is not satisfied before *Saturday Noon* in the Week of Payment, the Bearer is obliged to protest it for Non-payment, by carrying it to the Notary established for that Purpose, between two o'Clock and Sun-set, that he may note it, after which he must send the Protest per first Post.

207. *LEIPZICK* has three Fairs yearly; the first being called the *New-Year's Fair*, commences on the first of *January*, or on the 2d, if the first be on a Sunday; the second is at *Easter*, beginning always on the *Monday* three Weeks from that Feast;

Feast; and the *third* begins the first *Sunday* after *St. Michael*, whether that Day happens on a *Sunday* or not.

208. These Fairs are opened on the appointed Days by the ringing of a Bell, and which rings again eight Days after to finish them; so that these eight intermediate Days between the two Ringings is properly the Fair, and the Acceptance of Bills is demanded on the first or second of these Days; but if the Persons on whom they are drawn have a Mind to defer their Acceptance till the Week of Payment, they may; which Week begins immediately after the Bell has rung to end the Fair, and lasts till the fifth Day following inclusive; so that the Bills on the *New-Year's Fair* ought to be paid the 12th of *January*, and those on the Fairs of *Easter* and *Michaelmas*, the *Thursday* in the Week of Payment, otherwise to be duly protested.

209. It is permitted to the Holders of the Bills to protest them for Non-acceptance, immediately on Refusal, but not to return them; on the contrary, they are obliged to keep them till the Fair is entirely finished, to see if any one offers Payment; and as what is called the *Convoy of Nuremberg* departs from *Leipsick* at ten at Night of the protesting Day, there is no Room to make one after that Hour, and the Possessors will forfeit their Right against the Drawers if they let the Time slip.

210. *NAUMBOURG* holds a very considerable Fair yearly on the Feast of *St. Peter* and *St. Paul*, which is commonly reckoned as the fourth of *Leipsick*, because the Generality of the Merchants attending the one have Recourse to the other: This Fair begins on the Festival of the said two Saints, being always the 29th of *June*, and it only lasts eight Days; Bills are accepted on the first and second Days of the Fair, and ought to be paid on the 3d of *July* at furthest, or protested for Non-payment; but it is not customary to return them with the Protest till after the 5th of the said Month, on which Day the Fair ends; and if the Bills are not then paid, the Holder may send them back by the first Post.

211. As the preceding Exchanges differ from all others, I shall here add a few necessary Observations for the Government of those who engage therein; as it is certain that the greatest Part of those who take Bills on Fairs do it with the lucrative View of employing their Money to greater Advantage than common, either by negotiating the said Bills when the Time of the Fairs or Payments approaches, or by sending them to the Places drawn on to be recovered and remitted them, which is commonly done with a considerable Profit; but as there is indisputably a much greater Risk in taking Bills on Fairs, than on Places where their Goodness or Validity must be immediately known, those who take them on the former, cannot act with too much Caution in Regard of the Drawers.

212. And the Reason is very apparent to any one who seriously reflects on such Negotiations; for suppose I take a Bill of Exchange upon *Lyons*, payable at three Usances, dated the 22d of *April*, I can immediately send it forward, and in a little Time have the Advice of its Acceptance, when I have two Debtors or Securities, *viz.* the Drawer and Acceptant; whereas if I take a Bill of the same Date, payable in the Payment of *Easter Fair* which finishes the 31st of *July*, and is the same Day, as the last of Grace or Respite to the above mentioned Bill taken at three Usances, and whose Success, whether it will be accepted or not, I cannot learn till about the 13th or 14th of *July*, because, as I have before observed, the Bills drawn upon the Payments of *Lyons* are only accepted during the six first Days of Payment; now if from the 22d of *April* to the Beginning of *July* the Drawer of my Bill fails, I have great Reason to believe it will neither be accepted nor paid; whereas if that drawn at the three Usances is not accepted, I shall know towards the 8th or 9th of *May*, and may have my Recourse against the Drawer, who may be in a better Condition then to give me Satisfaction or Security than on the 13th or 14th of *July*, or the 10th or 11th of *August*, after getting my Bill with Protest for Non-payment; and this may suffice for what regards the Payments and Exchanges on Fairs.

213. I have already quoted sundry Acts of Parliament in Force, relative to Inland Bills of Exchange, which have greatly altered their Nature from what it was before their Existence; I shall now introduce some new Cases which have

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been tried in our Courts of Law, in which very singular and unprecedented Circumstances have occurred; and have so greatly perplexed not only the Gentlemen at the Bar, but even the learned Judges on the Bench, that final Decisions will be solicited, upon Cases made out expressly for that Purpose, from the supreme tribunal of the Kingdom, the House of Lords. But before we proceed to these recent Trials, it will be necessary to notice in their Order, a few Decisions prior to them; and which are nevertheless of the first authority, and of unshaken Validity.

214. A Writ of Error was brought on a Judgment by *nil dicit* in an Action against the Drawer of an Inland Bill of Exchange, and it was objected that since the Act of 9 Will. III. no Damage shall be recovered against the Drawer upon a Bill of Exchange, without a Protest, and therefore the Action lies not, there being no Protest.

But Holt C. J. The Statute never intended to destroy the Action for Want of a Protest, but only to deprive the Party of recovering Interest and Cost upon an Inland Bill against the Drawer without Notice of Non-payment by Protest: For before the Statute, there was this Difference between Foreign and Inland Bills of Exchange; if a Bill was Foreign, one could not resort to the Drawer for Non-acceptance or Non-payment without a Protest, and reasonable Notice thereof: But in Case of an Inland Bill, there was no Occasion for a Protest; but if any Prejudice happened to the Drawer, by the Non-payment of the Person drawn upon, and that for Want of Notice of Non-payment, which he to whom the Bill is made ought to give, the Drawer was not liable; and the Word *Damages* in the Statute, was meant only of Damages that the Party is at of being longer out of his Money by the Non-payment of the Drawer, than the Tenor of the Bill purported, and not of Damages for the original Debt: And the Protest was ordered for the Benefit of the Drawer; for if any Damages accrue to the Drawer for Want of Protest, they shall be borne by him to whom the Bill is made; and if no Damage accrue to him, then there is no Harm done him, and a Protest is only to give a formal Notice that the Bill is not accepted, or is accepted and not paid; and if in such Case the Damage amount to the Value of the Bill, there shall be no Recovery, but otherwise he ought not to lose his Debt; but that ought either to appear by Evidence upon *Non Assumpsit*, or by special Pleading; and the Act is very obscurely and doubtfully penned, and we ought not by Construction upon such an Act to take away a Man's Right. And the Judgment was affirmed *per totam Curiam*.

215. In an Action on the Case on an Inland Bill of Exchange brought by the Indorser against the Drawer, it was objected, that there was no Averment of the Defendant's being a Merchant; but it was answered and resolved by the Court, that the Drawing of the Bill was a sufficient Merchandising and Negotiating to this Purpose.

216. Acceptance of a Bill of Exchange after the Day of Payment past is usual. L. Raymond,  
304. 474.

So Acceptance for the Honour of the Drawer, &c.

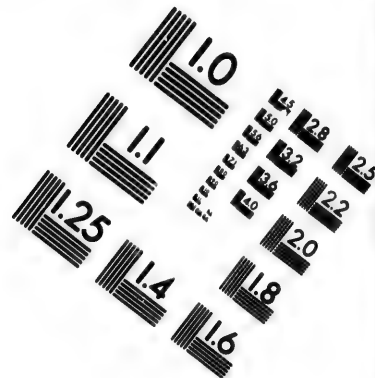
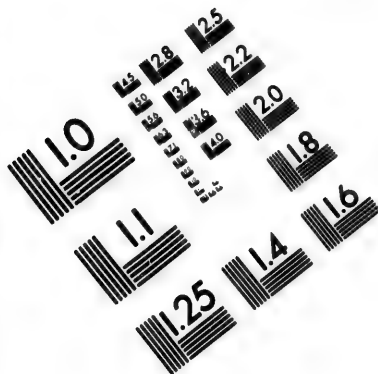
217. To intitule the Party to an Action at Law in England against the Acceptor of a Bill, it matters not whether there be a Protest; but to intitule the Party to a Recovery against the Drawer beyond the Seas or elsewhere, there must be a Protest before a Notary Publick.

218. A Bill may be accepted for Part, when the Party on whom it was drawn had no more Effects of the Drawer's in his Hands; though whenever this happens, there must be a Protest for Non-acceptance, if not for the whole Sum, yet at least for the Residue; and after Payment of such Part there must be a Protest for the Remainder, as the receiving Part of the Money upon a Bill does no Ways weaken it. Tria. 20  
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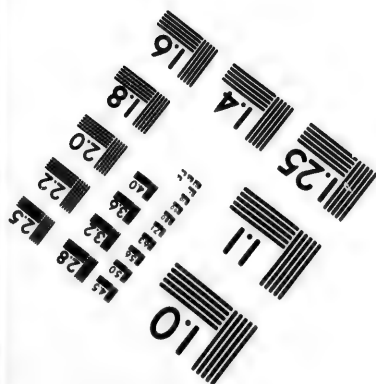
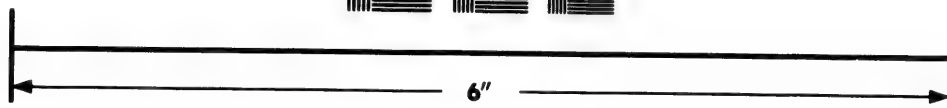
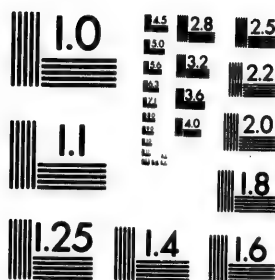
219. It is asserted by *Marius, Scarlet, Molloy*, and others that have treated of Bills of Exchange, that any Time before the Money comes due, the Drawer of a Bill may countermand the Payment although it hath been accepted, and this is usually made before a Notary, though if it comes only under the Party's Hand, they allow it to be sufficient, and in Case of Discount, or Payment before it is due, they suppose the Acceptor liable to pay it again in Case of a Countermand; from







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from all which I must dissent, as this absolutely oversets the Validity of all Acceptances.

220. When a Bill beyond Seas is accepted, and not complied with when due, the Protest for Non-payment by a Notary is sufficient to shew in Court here, without producing the Bill itself; but if a Bill in England be accepted, and a special Action grounded on the Custom be brought against the Acceptor, at the Trial the Plaintiff must produce the Bill accepted, and not the Protest, otherwise he will fail in his Action at that Time; therefore it is most secure that a Bill once accepted be kept, and only the Protest for Non-payment be remitted abroad.

221. If a Bill is not accepted to be paid when due, but for a longer Time, the Person to whom the Bill is made payable must protest the same for not being accepted according to the Tenor, yet he may however admit the Acceptance; nor can the Acceptor, if he once subscribes the Bill for a longer Time, revoke his Acceptance, or blot out his Name, although it is not according to the Tenor of the Bill; for by this Act he hath made himself Debtor, and owns the Draught made by his Friend upon him, whose Right another Man cannot give away, and therefore cannot discharge the Acceptance; and this Case will admit of two Protests, if not three, *viz.*

1. One Protest must be made for Non-acceptance, according to the Time the Bill is payable at.
2. For Non-payment when due according to the Bill's Tenor.
3. If the Money be not paid according to the Time that the Acceptor subscribed for.

*Per L. C. J.*  
*Pemberton*  
*inter Price*  
*& Shute.*  
*Pafte. 33*  
*Car. II. in*  
*B. R.*

222. A Bill was drawn payable on the 1st of January, and the Person to whom it was directed accepts it to pay on the 1st of March, with which the Servant returns to his Master, who, perceiving this enlarged Acceptance, strikes out the 1st of March, and puts in the 1st of January, and at that Time sends the Bill for Payment, which the Acceptor refuses; whereupon the Possessor strikes out the 1st of January, and inserts the 1st of March again: In an Action brought on this Bill, the Question was, Whether these Alterations did not destroy the Bill? and ruled, that it did not.

*1 Salk. 126.*

223. A Bill of Exchange, payable to a Person or Bearer, is not assignable, so as to enable the Indorsee to bring an Action, if Payment be refused; but when it is made payable to a Person or Order an express Power is given thereby to assign, and the Indorsee may maintain an Action; and the first is a good Bill between the Indorser and Indorsee.

*Carthens's*  
*Rep. 460.*

224. The Acceptance of a Bill, although after it is become due, is binding to the Acceptants, an Action is maintainable thereon; the Effect of the Bill being the Payment of the Money, and not the Day of Payment.

*2 Show. 1.*

225. When a Bill of Exchange is accepted, it is good Ground for a special Action upon the Case, but it doth not make a Debt, &c.

*1 Salk. 23.*

226. *Indebitatus Assumpsit* doth not lie against the Acceptor of a Bill of Exchange, because his Acceptance is a collateral Engagement, though it will lie against the Drawer; and a general *Indebitatus Assumpsit* will not lie on a Bill of Exchange for Want of a Consideration; and therefore there must be a special Action upon the Custom of Merchants, or an *Indebitatus Assumpsit* against the Drawer for Money by him received to the Plaintiff's Use.

*Ibid. 125.*

227. In the Case of *Bromwich and Lades*, it was said by the chief Justice *Treby*, that Bills of Exchange were of such general Use and Benefit, that upon an *Indebitatus Assumpsit*, a Bill of Exchange may be given in Evidence to maintain the Action; and by Mr. Justice *Powel*, that upon a general *Indebitatus Assumpsit*, for Monies received to the Use of the Plaintiff, such Bill may be left to the Jury to determine whether this was for Value received or not. In this Case the Declaration was on the Custom of Merchants, and a general *Indebitatus Assumpsit* thereon. See the Declarations and Exceptions to it, in Case of *Bellasis and Hester*, in *1 Lutwich, 1589*.

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228. If a Bill of Exchange is drawn on two or more Persons in these Terms To Mr. A, B. and C. D. Merchants, in London, they ought both to accept the Bill; for the Acceptance of only one is not complying with its Tenor, and it should be protested; but if it come directed to A. B. and C. D. or to either of them; or thus, To A. B. or in his Absence to C. D. in this Case, the Bill being accepted by either, it is sufficient.

229. Bankers' or Goldsmiths' Notes are not to be accounted Cash till received. *Lut. 109.* As for Example, A. draws a Note upon a Goldsmith, and sends a Servant to receive the Money, and to invest it in Exchequer Bills; the Servant got B. to give him Money for the Note, with which he purchased the Exchequer Bills ordered; and two Days afterwards the Goldsmith failed; it was adjudged that A. must answer the Money to B. as the Property of the Note was not transferred to B. there being no Indorsement; and he could not have sued upon it, it being only in the Nature of a Pledge or Security to him.

It was the received Opinion, and certainly founded on the Custom of Merchants in the City of London, that Draughts on Bankers, payable to A. B. or Bearer on Demand, ought to be carried for Payment on the very Day they are received, and when it is considered that great Part of the Payments for the Purchase of Shares in the public Funds or Stocks are paid by the Purchasers in Draughts upon their Bankers at the Instant of making the Transfer of the Stock, I still think it advisable to take the Draughts for Payment without Delay, and not to part with the Receipt for the Transfer till the Banker has honoured the Draught.

But in Point of Law, it has been lately said from the Bench, that if the Possessor of a Draught on a Banker does not keep it longer than *twenty-four Hours* after he receives it, before he tenders it for Payment, and within that Time the Banker stops Payment, the Drawer is obliged to pay the Money. The Case was as follows. The Plaintiff took the Defendant's Draught on his Bankers, *Brown and Collinson*; the next Morning they stop Payment, and the Defendant refuses to give Cash for his Draught, alledging, that if the Plaintiff had presented it for Payment as soon as possible after he received it, the Bankers would have paid it. *Earl Mansfield* observed, that the Whole rested upon Custom; and the Question to be determined was, Whether the Plaintiff was obliged to go to the Bankers on the Day he received the Draught, for if he had, it appeared he would have been paid? His Lordship said, it was unreasonable to suppose, that a Tradesman should be compelled to run about the Town with half a Dozen Draughts from *Charing Cross* to *Lombard Street*, and other Places, on the same Day. The Jury were to consider that *twenty-four Hours* was the usual Time allowed, and the Plaintiff kept it no longer from being paid, for the next Morning the Town was alarmed by the Bankers stopping Payment. The Jury however found for the Defendant.—*Sittings at Guildhall after Easter Term, 1782.* And upon a new Trial, the Court of King's Bench confirmed the Verdict.

230. A Note is no Payment where there was an original and precedent Debt due, but shall be intended to be taken, upon Condition that the Money be paid in a convenient Time; but the taking a Note in Writing for Goods sold may amount to Payment of the Money, because it is Part of the original Contract. *Mich. 2 Ann. 3 Salk. 118.*

231. A Servant of Sir Robert Clayton and Mr. Alderman Morris, but at that Time actually gone from their Service, took up two hundred Guineas of Mr. Monck, a Goldsmith (who knew nothing of his being discarded) without any Authority from his *quondam* Masters, who refusing to satisfy Mr. Monck for the same, he brought an Action against Sir Robert and Mr. Morris, and being tried at Guildhall, it was ruled *per Keeling* Chief Justice, that they should answer, and there was a Verdict for the Plaintiff; and though there were great Endeavours used to obtain a new Trial, yet it was denied; the Courts at *Westminster* being fully satisfied that they ought to answer, for this Servant had frequently received and paid Cash for them; and they were obliged to comply, and paid the Money.



2 Vent. 310.  
Witberley v.  
Sorsfield.  
1 Show. 125.

232. A Person who is no Merchant, drawing a Bill of Exchange, makes him within the Custom of Merchants as to that Bill.

2 Vent. 310.  
Carib. 5.  
Show. 164.  
Howkins v.  
Gardner.  
Carib. 466.  
Cates B. R.  
213.  
3 Sal. 70.

233. If the Drawer mentions, for Value received, he is chargeable at Common Law; but if no such Mention, then you must come upon the Custom of Merchants only.

234. Concerning a Bill of Exchange being extended for the King, Judgment for the Plaintiff notwithstanding. *Evans v. Cramlington*.

235. Part of a Bill of Exchange cannot be assigned so as to entitle the Indorsee to an Action; if it were otherwise the Party might be vexed with as many Actions as the Holder of the Bill should think fit.

236. It is not necessary to prove a Protest made by a Publick Notary, for that would tend to destroy Commerce, and publick Transactions of that Nature.

Cates B. R.  
246.  
Cates B. R.  
380.  
Ditto, 517.

237. I promise to pay the Bearer so much Money on Demand, is no Bill of Exchange, and declaring on the Custom will not make it so.

238. A Goldsmith or Banker's Note, accepted in Payment, shall not be a Payment, if the Party who gave it knew the Goldsmith to be in a failing Condition, for such Knowledge makes it a Fraud.

Williams v.  
Harrison.  
Carib. 160.  
3 Sal. 197.

239. Infancy pleaded by the Drawer of a Bill of Exchange and held a good Bar, being drawn in the Course of Trade, and not for Necessaries.

Pearson v.  
Garret.  
4 Mod. 242.  
Comb. 227.  
Skin. 398.

240. An Action was brought upon a Note, for the Payment of sixty Guineas when the Defendant should marry such a Person, in which the Plaintiff declared as upon a Bill of Exchange, setting forth the Custom of Merchants; and it was held, that to pay Money upon such a Contingency cannot be called Trading, and therefore not within the Custom of Merchants; and Judgment was given for the Defendant.

Buller v.  
Cripp.  
6 Mod. 29.

241. A Note was in this Form: *I promise to pay J. S. or Order, the Sum of one hundred Pounds, on Account of Wine bad of him.* J. S. indorsed it, and the Indorsee brings an Action against the Drawer, and declares upon the Custom of Merchants; and doubted by Holt whether Action would lie, and advised with Merchants, who declared that such Notes had been in Use thirty Years, and that they looked upon them as Bills of Exchange, but *Cur. advisare vult*.

Ibid.  
Williams v.  
Williams.  
Carib. 269.

Holt declared he remembered when Actions on Bills of Exchange first began. 242. A Note drawn by J. P. whereby he promised to pay 12l. 10s. to J. W. on a Day certain; and he indorsed the Note for Value received to D. F. who indorsed it to the Plaintiff for Value received, who brought an Action against J. W. setting forth the Custom of Merchants; and held the Action lay.

2 Geo. II. Cap.  
25. S. 1.

243. By this Statute it is enacted, that if any Person shall forge, or procure to be forged, or assist in forging, any (*inter alia*) Bill of Exchange, Promissory Note for Payment of Money, Indorsement, or Assignment of any Bill of Exchange, or Promissory Note for Payment of Money, or any Acquittance, or Receipt for Money or Goods; or shall utter or publish, as true, any such forged Bill, &c. knowing the same to be forged, with an Intent to defraud any Person, every such Offender shall be guilty of Felony without Benefit of Clergy. And,

7 Geo. II.  
Cap. 22.

244. By this Statute, if any Person shall falsly make, alter, forge, or procure to be falsly made, &c. or assist in falsly making, &c. any Acceptance of any Bill of Exchange, or the Number or principal Sum of any accountable Receipt for any Note, Bill, &c. or any Warrant, or Order for Payment of Money, or Delivery of Goods, or shall utter or publish any such false Acceptance, Bills, &c. with Intent to defraud any Person; every such Offender shall suffer as a Felon, without Benefit of Clergy.

Notwithstanding these positive Laws, the absurd and mischievous Custom of making inland Bills payable to fictitious Persons; that of one Person indorsing another's Name; and even drawing in feigned Names had prevailed so generally, and got to such a Height, probably from an Idea that an Indictment for Felony would be easily quashed, upon proving that no Fraud was intended—as to make it necessary to proceed with the utmost Caution, and at the same Time with becoming Firmness in the Courts of Law, to support the Honour and Credit

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dit of mercantile Transactions within the Realm, and the Dignity of the Legislature, whose Statutes were thus openly violated with Impunity.

From the Rule in Law therefore, that in an Action against a Drawer or Acceptor of a Bill, payable to Order, there must be Proof of the Signature of the first Indorser, and of all those to whom an Indorsement has been specially made: has arisen the Question which has so long agitated the commercial World on the Subject of *Indorsements, in the Name of fictitious Payees.*

A BILL payable to the Order of a fictitious Person, and indorsed in the fictitious Name, is not a Novelty among Merchants and Traders. A Case of that Kind appears to have been brought to Trial upwards of twenty Years ago. It was an Action by the Indorsee against the Acceptor of a Bill of Exchange, payable to *Butler and Co.* and their Order, and indorsed in that Name. The Plaintiff was so far from proving it to have been indorsed by any Persons using that Firm, that his own Witnesses said, they believed it was indorsed by *Cox*, the Drawer. It also appeared, that there was a House of *Butler and Co.* with whom *Cox* had Dealings; but it was proved that the Bill in Question, had never been in their Hands; it was admitted that the Bill was a true one, and the Defendant had regularly accepted it; it appeared further, that the Acceptor had expressly promised to pay, at the Time the Holder had discounted the Bill; but it was insisted, that the Indorsement being fictitious, the Plaintiff had failed in making out an essential Part of his Title. Lord Mansfield observed, that the intent of the Bill was only to enable *Cox* to raise Money, and the reason why it was not made payable to his Order, was, that there were other Bills payable at that Time to his Order, and if this had been so too, there would have been too many in the same Name in Circulation at the same time, which would have had the Appearance of *fictitious Credit*; that Names were often used of Persons who never existed: the Defendant, by his Acceptance, and promising expressly to pay the Bill, had enabled *Cox* to put it in Circulation, and having so done, he should not avail himself of an Objection that the Plaintiff had not completely made out his Title.

But in the Years 1786, 1787, and 1788, two or three Houses, connected together in Trade, entering into Agreements far beyond their Capitals, and apprehending that the Credit of their own Names would not be sufficient to procure Currency to their Bills, adopted, in a very extensive degree, a Practice, which before had been found convenient on a smaller Scale. So long as the Acceptors or Drawers could either procure Money to answer their Bills, or had Credit enough with the Holder to have them renewed, the Subjects of these fictitious Indorsements never came in Question. But when the Parties could no longer support their Credit, and a Commission of Bankruptcy became necessary, the other Creditors felt it their Interest to resist the Claims of the Holders of these Bills, and insisted that they should not be admitted to prove their Debts, because they could not comply with the general Rule of Law, which requires Proof of the Hand-writing of the first Indorser. The Question came before the Lord Chancellor by Petition: He directed Trials at Law, and several have been had: Three against the Acceptors in the King's Bench, and one against the Drawer in the Common-Pleas; though not all expressly by that Direction.

In the first Case against the Acceptor, besides the general Counts for Money paid by the Plaintiff to the Defendant's Use, and Money had and received by the Defendants to the Plaintiff's Use, there were also two special Counts laid on the Bill itself. The first was in the Terms of the Bill—"that the Defendant and others drew a Bill of Exchange on the Defendant, payable to *Grigson and Co.* or Order, three Months after Date, which the Defendant accepted; and that *Grigson and Co.* indorsed it to *Lewis and Potter*, who indorsed it to the Plaintiff." The second Count stated it to be, "a Bill drawn as above in Favour of certain Persons trading under the Firm of *Lewis and Potter*, or Order, and indorsed by *Lewis and Potter* to the Plaintiffs." The Circumstances proved at the Trial were these—That there was a House of Trade at Nottingham under the Firm of *Harris, Harries and Plant*, of which the Defendant was one of the Partners; and that the Defendant alone carried on Business in Wood-Street, and resided in London; that the Body of the Bill, as well as the Signatures of the Drawers and Acceptors, were in the Hand-writing of the Defendant;

that no such House of Trade as that of *Grigson* and Co. was concerned in the Transaction, but that the Defendant had drawn the Bill payable to *Grigson* and Co. at the Request of *Lewis* and *Potter*; that the Indorsement in the Names of *Grigson* and Co. was fictitious, and that before the Bill came due, the Defendant knew that to be the Case; but it did not expressly appear, whether he knew it, at the Time the Bill was drawn: that the Indorsement of *Lewis* and *Potter* was in the Hand-writing of one of the Partners of that House, and that they received the Bill from the Defendant and delivered it to the Plaintiffs: that the Value of the Bill was paid to the House of *Lewis* and *Potter* in Draughts on Bankers; which were afterwards paid in Cash; and that the Defendant had Credit given him in Account with *Lewis* and *Potter* for the Value of the Bill.

To this Evidence, the Defendant's Counsel demurred, as not supporting any Count in the Declaration.

LORD KENYON, in giving the Opinion of the Court, said, that in deciding this particular Case, they did not wish to have it understood that they meant to infringe on the Rule as applicable to Cases in general; for that generally speaking, there was no Doubt but the Indorsee of a Bill of Exchange, payable to Order, must in deriving his Title, prove the Hand-writing of the first Indorser. But that this Decision proceeded on the special Circumstances of this particular Case; that the Defendant, at the Time of entering into this Engagement, knew that there were no such Persons as *Grigson* and Co. and, therefore, that in Point of formal Derivation of Title, that which is usually done, could not be done in this Case. That on the first Count of this Declaration, the Opinion of the Court did not proceed, neither was it necessary to say any Thing on the second; though if it had been necessary to resort to that, he himself had an Opinion on it. But the Counts on which the Judgement of the Court was given, were those for Money paid and Money had and received. In Lord Chief Justice Raymond's Time it had been decided, that a general *Indebitatus Assumpsit* might be maintained to recover Money for the Value of a Bill of Exchange, which was not paid. That Case, indeed, had been on a Bill payable to Bearer; but the Doctrine of that Case was a sufficient Foundation for the Opinion of the Court in the present, and had been recognized in a subsequent Case, by each of the Judges of this Court. "That to give such a Bill is, as it were, an Assignment of so much Property, which becomes Money had and received, to the Use of the Holder of the Bill." Here the Defendant, being a Debtor to the House of *Lewis* and *Potter*, drew a Bill, which he delivered to them, and drew it in Terms, which could not be proved in a formal Manner: he was not only privy to the Transaction, but the very Negotiator of it; and by drawing it, put himself into a Situation to pay, what he was in Conscience bound to pay; therefore it was an Appropriation of so much Money to be paid to the Person who should become the Holder of the Bill.

*Grant v. Vaughan.*

*Fere v. Lewis*

In the next Case, the first Count stated the Bill of Exchange to be drawn by *Livefay* and Co. on the Defendants in favour of *Lawrence Ashworth*, who was also a fictitious Person, and by him indorsed to the Plaintiffs. The second Count stated the Bill to be payable to the Bearer; the third payable to the Order of the Drawers, and indorsed by them to the Plaintiffs; then followed the Money Counts. An Attempt was made on Behalf of the Defendants, to distinguish this Case from the former, because there was no Evidence that in Point of Fact, they received any Value for the Bill, and that therefore, they could not be liable on the Money Counts. But the Court said, that the Acceptance of the Defendants was alone Evidence that they had received Value from the Drawers, and that on the Demurrer to Evidence, the Court might draw the same Inference which would have been drawn by the Jury. Three of the Court also thought, that the Plaintiffs might recover on the second Count, which stated the Bill as drawn payable to Bearer.

*Mint v. Cribben.*

The next Case was against the Acceptor, having also a Count in which the Bill was stated to be drawn payable to Bearer; and the Court being of Opinion that it was decided by the foregoing, gave Judgement for the Plaintiff without hearing any Argument, and added, they understood it had been agreed to turn it into the Shape of a special Verdict, that it might be carried up to the House of Lords. On the Authority of these two last Cases against the Acceptor in the King's Bench,

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was decided the Case against the Drawer in the Common Pleas, the Circumstances of which we shall here recite.

The Plaintiff stated that the Defendant, on the 5th of April 1788, drew a Bill of Exchange, directed to *Livesay and Co.* by which he required them, three Months after Date, to pay to Mr. *George Chapman* or Order 1551*l.* Value Received, and delivered the said Bill to them, and "authorised them to negotiate and indorse the same, in the Name of *George Chapman*, and thereby to raise Money thereon," for the Use of the said Persons so using the Names, Stile, and Firm of *Livesay and Co.* and then averred, that when the said Bill was so made as aforesaid, or at any Time afterwards, "there was no such Person as *George Chapman*, the supposed Payee in the said Bill of Exchange, but that the said Name was merely fictitious," to wit, at London, &c. which said Bill of Exchange afterwards, to wit, &c. by one "*Andrew Goodrick*, being a Person thereunto in that behalf lawfully authorized by *Livesay and Co.* upon Sight thereof was accepted," according to the Usage and Custom aforesaid. And the said Persons so using the Names of *Livesay and Co.* being so authorized as aforesaid, afterwards and before the Payment of the Sum of Money therein contained, or if any Part thereof, and before the Time thereby appointed for such Payment, to wit, &c. "negotiated and indorsed the said Bill of Exchange, in and with the Name of the said *George Chapman*, and by that Indorsement, in the Name of the said *George Chapman* appointed the Contents of the said Bill of Exchange to be paid to the said Plaintiffs, and thereby raised Money thereon, for the Use of the said Persons so using the Names, &c. of *Livesay and Co.*" and then and there delivered the said Bill of Exchange so indorsed to the said Plaintiffs, "who thereupon on the Credit thereof, advanced to the said Persons," so using the Name, &c. of *Livesay and Co.* the Sum of Money in the Bill mentioned.

The Circumstances stated in a special Verdict on this Case were these, that *Emett*, who was a Partner with *Livesay and Co.* in the spinning of Cotton at *Clithero*, wrote his Name on a Blank Piece of Paper, with a Shilling Stamp on it; and delivered it to *Livesay and Co.* for the Purpose of drawing a Bill of Exchange, for such Sum, payable at such Time, and to such Person or Persons as they should think fit.

That *Livesay and Co.* on the 5th of April, 1788, drew on this Paper, above the Name of *Emett*, a certain Writing, directed to *Livesay and Co.* in Words and Figures following, viz. *Clithero*, April 5th. 1788, 1551*l.* "Three Months after Date, pay to Mr. *George Chapman* or Order, Fifteen hundred and fifty one Pounds, value received, as advised, *John Emmet*." That the Occasion and Manner of giving this Paper Writing were as follow: on the fifth of April, *Livesay and Co.* were indebted to *Thomas Jeffery* in the Sum of 1512*l.* 9*s.* on a Bill of Exchange, which became due that day, and which had been previously given for Goods sold by *Jeffery* to them. One *Richard Collis*, Clerk to *Jeffery*, on that Day applied to the House of *Livesay and Co.* for Payment of that Bill: he there saw *Anstie*, one of the Partners, who informed him, that they could not conveniently then pay the Money, but requested him to take a Bill on their House for the Sum, at three Months Date, and the Interest in the mean Time, and gave him the Blank above-mentioned, with the Name of *Emett* written on it, to be filled up by one of the Clerks of the House.

That one *Ludlow* a Clerk to *Livesay and Co.* filled up the Paper, in the Manner as above set forth, that immediately afterwards it was carried to *Andrew Goodrick* another Clerk of the House, who was authorised by *Livesay and Co.* to accept it, which he accordingly did, in the Names of *Livesay and Co.* that with the Authority of *Livesay and Co.* the Name of *George Chapman* was then indorsed on the said Paper Writing, which being so filled up, accepted, and indorsed was then delivered to the said *Collis*, who then delivered up the Bill for 1512*l.* 9*s.* to the said *Livesay and Co.* That the said *Thomas Jeffery* afterwards negotiated the said Paper Writing with the Plaintiffs, and received the full Amount from them, only deducting a Discount at four and a half per Cent. and delivered the same to the said Plaintiffs. That the same was duly presented for Payment to *Livesay and Co.* who refused to pay it, of which *Emett* had due Notice. That there



there was no such Person as *George Chapman*, the supposed Payee of the said Paper Writing, being merely fictitious: That *Emett* gave no further or other Authority than as before set forth, and knew nothing of this Transaction; That the Plaintiffs had then no Knowledge, that the said *George Chapman* was a fictitious Person, or of the Circumstances under which the said Paper Writing was drawn, accepted and indorsed; but that the said *Thomas Jeffery* had full Knowledge of the whole of the said Transactions.

In the pronouncing the Judgment of the Court of Common-Pleas on this Case, Lord *Loughborough* said, the special Circumstances above stated in the Declaration would, in his Opinion, have been sufficient to have entitled the Plaintiff to recover, if the Case stated in the special Verdict had not in two or three Instances, varied from them.

The Case of *Minet and Gibson* has been argued before the House of Lords, and now waits the Opinion of the Judges. The Circumstances stated in the special Verdict are these:

*Livefay* and Co. made a certain Instrument in Writing directed to the Defendants, requiring them, three Months after Date to pay to *J. White* or Order, 721*l.* 5*s.* *Livefay* and Co. knew, at the Time of making it, that no such Person existed as *J. White*, mentioned in the Bill; an Indorsement in Writing was afterwards made by *Livefay* and Co. purporting to be the Indorsement of *J. White*, and requiring the Contents of the Bill to be paid to *Livefay* and Co. or their Order: *Livefay* and Co. afterwards indorsed, by *A. Goodrick*, by Procuration of *Livefay* and Co. to the Plaintiffs for a full and valuable Consideration, when the Plaintiffs became the Holders of the Bill; the Defendants afterwards accepted, with the full Knowledge that no such Person as *J. White*, mentioned in the Bill, existed, and that the Name of *J. White*, so indorsed thereon, was not in the Hand-writing of any Person of that Name. The Defendants at the Time of making and accepting the Bill had not, nor had they at any Time since, any Money, Goods, or Effects, of or belonging to *Livefay* and Co. or of the Plaintiffs in their Hands.

Beside the Money Counts, the Declaration contained seven special Counts on the Bill. The first, stated that *Livefay* and Co. made a Bill of Exchange, directed to the Defendants, requiring them, three Months after Date, to pay 721*l.* 5*s.* to *John White*, or Order; *Livefay* and Co. well knowing that no such Person as *J. White* existed; on which Bill an Indorsement was made, purporting to be the Indorsement of *J. White* named in the Bill, requiring the Contents to be paid to *Livefay* and Co. or Order; that *Livefay* and Co. by one *Abraham Goodrick*, by Procuration of *Livefay* and Co. indorsed to the Plaintiffs, and that the Defendants accepted it; knowing that no such Person as *J. White* existed, and that the Name of *J. White*, so indorsed, was not the Hand-writing of any Person of that Name.

The second Count, after stating the Drawing of the Bill as in the first, proceeded thus; *Livefay* and Co. knowing that *J. White* was not a Person dealing with or known to *Livefay* and Co. and using the Name of *J. White* on the Bill as a nominal Person only, and intending not to deliver the same to him, or to procure the same to be actually indorsed by him: on which Bill a certain Indorsement was made, requiring the Payment to be made to *Livefay* and Co. and that *Livefay* and Co. indorsed to the Plaintiffs, without having delivered the Bill to *J. White*, and without any actual Indorsement or Assignment of the Bill by *White*.

The third Count stated, that the Bill was made payable to themselves, *Livefay* and Co. by the Name and Description of *J. White*.

The Fourth, treated it as a common Bill, payable to *J. White*, or Order, and stated that *J. White* indorsed it to the Plaintiffs.

The Fifth, as payable to Bearer, and that the Plaintiffs were the Bearers.

The sixth payable to *J. White*, or Order, with an Averment that, when the Bill was made, there was no such Person as *J. White*, the supposed Payee, but that Name was merely fictitious; by Reason whereof the Sum mentioned in the Bill became and was payable to the Bearer thereof; according to the Effect and

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Meaning of the Bill, averring also; that the Plaintiffs were the Bearers and Proprietors thereof.

The Seventh Count stated, that there was a Partnership, or House, of certain Persons using Trade, as well in the Name and Firm of *Livefay* and Co. as in the Name and Firm of *J. White*; that the last-mentioned Persons made a certain other Bill, the Hand of one of them on their joint Account, and in their Copartnership Name and Firm of *Livefay* and Co. being thereto subscribed, and directed it to the Defendants, requiring them, three Months after Date, to pay to the said last-mentioned Copartners, by the Name of *J. White*, or Order; 721*l.* 5*s.* and that the said last-mentioned Copartners afterwards, by a certain Indorsement in Writing, appointed the Contents to be paid to the Plaintiffs, and delivered the Bill, so indorsed to them.

One Observation naturally presents itself to the Mind on the Inspection of this Record: The two first Counts state in Substance, all the Circumstances found by the special Verdict, yet Judgement was given for the Plaintiffs, not on one of these, but on the fifth Count, which states the Bill as payable to Bearer: It appears singular, that a Court of Justice should decide, that a Man should have a Right to recover on a general Count, supported by special Circumstances given in Evidence, and that these very Circumstances, when stated specially on the Record, should not be considered as sufficient to sustain the Action.—It seems impossible to account for this apparent Inconsistency in any other Way than by advertent to the Declaration in the Case of *Vere* and *Lewis*, and the Judgement given upon it; in that, there is no Count which states the Circumstances specially; but the Court being of Opinion, that the Plaintiff was entitled to recover, thought the Count which states the Bill as payable to Bearer, was a sufficient Foundation for their Judgement, and a like Count appearing in the Case of *Minet* and *Gibson*, they gave Judgement on that, without advertent to the two Counts, which stated the special Circumstances of the Case.

This Inconsistency being pointed out by the Counsel for the Plaintiff in Error, in the House of Lords, as one Ground of impeaching the Judgement of the Court below, it was observed in Answer, that there being in Fact, but one Cause of Action, the Plaintiff could have Judgement only on one Count, and consequently Judgement was necessarily entered for the Defendant on all the rest; and if upon the whole Record there appeared a sufficient Cause of Action, but the Judgement was entered on the wrong Count, the Court of Error would rectify it.

Independently of the Rule which requires the Proof of the Hand-writing of the first Indorser, one preliminary Objection has been made to the Holder's Right of Recovery in any Form of Action against the Drawer or Acceptor: The very Act of indorsing on a Bill, a Name which belongs to Nobody, is, it is said, in itself a *Felony*; it has a general Tendency to defraud, though the Fraud be pointed against no particular Individual; and in all Cases which have arisen, has actually defrauded the Holder of the Bill, by imposing on him the Idea of a Security which does not exist. The Act too of sending the Bill into Circulation with a fictitious Name on it, it is said, is a *Felony* in him, who is privy to the Transaction.

Whether each or either of these Acts be in Reality a *Felony*, admits of considerable Doubt, and is one Point "On which the Opinion of the Judges is required by the House of Lords." Should that Opinion be given in the Affirmative, the Advocates on the Part of the Defendant to the Action insisted, that the Holder of the Bill could not recover against either the Drawer or the Acceptor, because he could not make Title, through the Medium of a *Felony* in another: a *Felony* contaminates a Transaction, and the Civil Remedy is completely merged in it, by the Policy of the Law, to prevent, as much as possible, Crimes from going unpunished.

The Case of *Peacock* and *Rhodes*, they said, could not be cited in Opposition to this Doctrine; for in that Case, the Bill having been regularly indorsed by the Payee, and having, though after having been stolen, come to the Hands of the Plaintiff for a good Consideration, he was only under the Necessity of proving the Hand-Writing of the first Indorser, and was not bound to make any Part of

his Title through the Person who stole the Bill : But here the Plaintiff deriving his Title through the Indorsement which was a Forgery, was necessarily barred of his Action. To this it was answered, that this Proposition with respect to the Effect of the Felony was not true to such an Extent ; it was true indeed, that a civil Action could not be maintained, where the Cause of Action was grounded wholly on an Act of Felony ; as if one stole a Horse or Money, the Owner could not maintain Trover, or Money had and received against him, because the civil Remedy was merged in the Felony ; If the Horse came into the Hands of another Person, under Circumstances which would not amount to a Change of Property, the original Owner might recover him from that Person ; though, therefore, the Felony might be an Answer to an Action against either the Drawer or Acceptor, where it appeared the Defendant was guilty of the Felony, yet that would not preclude the Plaintiff from recovering against the other, if he did appear to be guilty.

The Advocates on the other Side of the Question in the House of Lords, protesting not to impeach the Judgement of the Common-Pleas, in the Case of *Collins and Emett*, in which the Defendant was perfectly innocent of the supposed Felony, were satisfied to maintain, that where the Fact of the Felony could be fixed on the Defendant, that was a Bar to a civil Action.

In a Transaction of this Kind, it is apprehended, that, whoever in Fact makes the fictitious Indorsement, both the Drawer and Acceptor must in general be guilty of publishing the Bill with that Indorsement on it, knowing it to be fictitious.

In such a Case, whether this amounts to a Felony, is certainly a preliminary Question ; for, though independently of that Question, the Plaintiff might be intitled to recover, yet if in Fact, it shall be decided to be Felony, he must necessarily be precluded from his Action, because if he were to recover at all, he must recover against the Felon himself.

But it may happen that the Acceptor may not know that the Bill he accepts, is attended by any Circumstance different from those attending Bills in the usual Course of Business ; as where the Bill is brought him for Acceptance by a third Person, either before the Indorsement is made or afterwards, without Intimation of the Payee's being fictitious : The Drawer too, even in common Cases, may be so far unaffected with the Felony, that he may not be guilty of publishing the Bill with a false Indorsement on it, knowing it to be false, for it may be carried out of his Hands before the Indorsement is made : and in some Cases, as in that of *Collins and Emett*, the Person appearing as the Drawer may be perfectly ignorant of the Transaction.

In any of these Cases therefore, in which the Defendant may appear to have acted without Knowledge of the Circumstances, the Question of Felony cannot be considered as preliminary to the Decision on the Plaintiff's Right of Action : If the Adherence to the Rule which requires Proof of the Hand-writing of the first Indorser, be so rigid, that the Plaintiff can in no Form of Action recover without it, that is, of itself sufficient without the Intervention of the Felony : If an Action in any Form can be sustained, in which that Rule may be dispensed with, then it is not through the Felony that the Plaintiff derives his Title, and consequently he cannot be affected by the Decision of that Question.

If this reasoning be well founded, it follows that whatever that Decision may be, the general Question is still open to Discussion ; if in the Affirmative, then in those Cases only where the Defendant is innocent ; if in the Negative, then in all Cases.

In Support of the Judgement on the fifth Count, which states the Bill as being drawn payable to Bearer, it has been urged that in stating an Agreement or a Deed in pleading, it is sufficient to state the legal Operation of it, though there might be a verbal Variance between that and the Instrument itself : as where a Lease is made jointly by B. Tenant for Life of C. and him in Remainder or Reversion, in Fee ; during the Life of C. this may be stated as the Lease of Tenant for Life, and the Confirmation of him in Remainder or Reversion ; that being then the legal Operation of the Deed : and, for the same Reason, after the Death of C. it may be stated as the Lease of the Person in Remainder or Reversion, and the Confirmation of B.

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So here, it was said, though the Bill appeared on the Face of it, to be payable to Order, yet as no Body existed who could give such Order, the Engagement must be to pay the Bill, which was, in Effect, to render it payable to the Bearer.

If, however, Recourse must be had to the Intention of the Parties, it would seem that it is only in the Case of a blank Indorsement in the Name of the fictitious Payee, that the Bill must be considered as in Effect payable to Bearer; where the Indorsement is special, as it was in the present Case, the Intention to be attributed to the Parties is, that it should be payable to the Order of him to whose Order it is made payable by the fictitious Indorsement, and then the third Count would have been better adapted to support the Judgment than the fifth.

But it was objected that this Argument was not applicable to the present Case; for though it must be admitted that a Deed must be stated according to its legal Operation; yet that Operation must appear on the Face of the Deed itself, without any collateral Circumstances to explain it, contrary to the evident meaning of the Words.

With respect to the joint Lease of Tenant for Life, and him in Remainder or Reversion, if the several Interests which they had in the Land did not appear in the Deed, yet the operative Words of the Lease were not of that fixed and determinate meaning that they could not admit of a different Construction, if collateral Circumstances require it, in Order to give them Effect: But the Words "payable to Order" and "payable to Bearer" were so peculiarly appropriated to the distinct Species of Bills in which they were respectively used, that the one could by no Possibility be construed to mean the other.

A still stronger Objection to the Judgment's being supported on this Count, arises from a Question put to the Counsel by the Lord Chancellor, whether an Action could be maintained on this Bill against an Indorser. That an Action may be maintained against an Indorser of such a Bill can admit of no Doubt: It is from the Frame of it payable to Order, and transferable by Indorsement; and in an Action against an Indorser, no Question could arise about the fictitious Payee, because, as will be seen hereafter, in that Action the Plaintiff derives no Part of his Title, through any of the Parties to the Bill who proceeds the Defendant: But a Bill payable to Bearer, being transferable by Delivery, cannot regularly be indorsed; and it seems, from the Question, to have been supposed that no Action could be maintained against the Indorser; though no Doubt was entertained but that it might, even when it was held that a Bill payable to Bearer could not be the Subject of an Action by the Indorsee, against the Acceptor or Drawer. If therefore, the Judgment were affirmed on this Count, it would follow that the same Instrument must, in one Case, be considered as a Bill payable to Bearer, and in another, as a Bill payable to Order, both of which it cannot be: But the Difficulty suggested with Respect to the Period when the Bill shall be said to cease to operate as payable to Bearer, and assume the Character of a Bill to Order, admits of an easy Solution: As against the Drawer and Acceptor it operates as the one; as against the Indorser, it operates as the other.

So general seems to be the Opinion that there ought to be a strict Adherence to the Rule which has given rise to this Question, that the Count which states the Bill in its own Terms, appears to have been abandoned on all Sides: The Plaintiff's Counsel in the Case of *Tatlock* and *Harris* abandoned it; the Advocates on the same Side in the House of Lords abandoned it: The Court of King's-Bench professed, that on it their Opinion did not proceed; and the Lord Chancellor in his Address to the House on the Subject of the Questions to be referred for the Opinion of the Judges, seemed to think it could not be supported by the special Verdict.

One general Objection was made to all those Counts which were founded on the Bill itself: It is only in Favour of the Custom of Merchants that the Practice is founded of declaring on those Instruments as Specialties, and if such a Bill was not within the Custom of Merchants, then the Plaintiffs could not recover on those Counts: That such a Bill was not within the Custom of Merchants, it was argued, appeared from this; that in no Book on the Subject was there to be found any Allusion to a Bill of this Kind; the Usage had provided, and the Law had acknowledged two Sorts of Bills, which were sufficient to answer every Purpose of Trade, where the Parties had no sinister View; if it was wished to facilitate the

Circulation of the Bill, it might be made payable to Bearer; if to confine it within certain Limits, it must be made payable to Order; but this was a new Invention to enable Men to raise Money by a Fraud, and it could not be pretended, that this was within the Custom of Merchants.

To this it was answered, that the Custom of Merchants is not to be confined to those Particulars which are to be found in any mercantile Book; nor is the Novelty of the Thing a sufficient Reason to reject it; it had not been done all at once; that every Thing which makes a Part of the Law and Custom of Merchants at this Day, was established: it was not without considerable Struggles that Bills, payable to Bearer, obtained the same Privileges as those payable to Order: new Facts laid the Foundation of new Rules; and unless the Decision on the Question of Felony could preclude all further Discussion, there could be to Inconvenience in its being determined now for the first Time, that where a Bill was drawn in the Name of a fictitious Payee, and accepted, the Drawer and Acceptor should by the Custom of Merchants, be answerable for the Money to a Holder by a fair Consideration.

That such a Holder, in substantial Justice, ought to recover against either the Drawer or the Acceptor, there can be no Doubt: He has parted with his Property, on the Faith of their Security; and it is not very gracious in them to tell him, that because, by their Contrivance perhaps, he has one Security less than he supposed, he shall not have the Advantage of those which really exist.

Such is the Substance of the Arguments on both Sides of this important Cause, and as far as I can recollect, the Points proposed for the Opinion of the Judges are these \*.

First, Whether the Publication of the Bill by the Defendant with the fictitious Indorsement on it, he knowing at the Time that it was fictitious, amounts to a Felony?

Secondly, if that be not Felony, whether the Facts found by the special Verdict support the Judgment on the Count, which states the Bill as payable to Bearer?

Thirdly, if Judgment on that Count cannot be supported, whether it can be supported by any other Count founded on the Bill as a Specialty?

Fourthly, Whether on any of the other Counts which state all the particular Circumstances of the Case, the Plaintiff be entitled to recover?

It was also suggested by the Lord Chancellor, that if on the first Point, the Opinion of the Judges should be in Favour of the Defendant in Error, and on the others against him, another Question might not still be considered, whether, when the Defendant to the Action was privy to the Fraud, the Plaintiff might not recover in an Action of Deceit?

245. LETTERS OF CREDIT being a Species of Bills of Exchange, and equally binding with them, I shall speak of them under this Head, as the proper Place for it; and presume it will be needless to counsel my Readers to be very circumspect in giving them, as their Honour and Credit is as much concerned for the punctual Re-payment of whatever Sums are advanced in Consequence thereof, as they would be for the Discharge of a Bill of Exchange.

246. These Letters are of two Sorts, *viz.* *General* and *Special*, and both given to furnish travelling Persons with Cash as their Occasions may require; they are commonly open or unsealed, and contain an Order from the Writer to his Correspondent or Correspondents, to furnish the Bearer with a certain Sum, or an unlimited one; and the Difference between them is, that the former is directed to the Writer's Friends at all the Places where the Traveller may come (though it is not customary to give separate Letters to each Place) and the other directed to some particular one; obliging himself for the Re-payment of whatever Monies shall be advanced in Compliance with the Credit given, on producing a Receipt or a Bill of Exchange, which he thinks proper to have, from the Person credited.

247. If any Money is advanced on either Species of these Letters and Bills of Exchange given for the Sum on the Person who wrote them, he is obliged to accept and pay the same; and in Case of Refusal he may be compelled thereto, rather

\* *Key* on the Law of Bills of Exchange, 8vo. London, 1790. A most valuable Treatise, as it includes the Arguments in the latest Cases decided by our Courts of Justice.

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rather than the Drawer, as the Remitter in the Loan of his Cash had more Regard to his Correspondent's Sufficiency than the Drawer's, whom it is probable he knew nothing of; therefore, in this Respect, the Person giving the Credit is to be reputed as the Drawer,

248. And as the Giver of these Letters is so obliged for the punctual Repayment of the Money advanced, I repeat that he ought to be very cautious to whom he gives them, more especially those without Limitation, as, in the Hands of a dishonest Person they may prove his Ruin; and as it is hardly possible that he that requests the Credit should be ignorant of what Cash he shall want, at least with a little Difference, I think the Compliment, for it can be nothing else, of an unbounded Credit should be excused, being really of no Service either to him that pays, or him that receives it.

249. Advice by Post should always follow a Letter of Credit, and Duplicate of it accompany such Advice; and it would be prudent therein to describe the Bearer, with as many Particulars as possible, for Fear he should lose, or be robbed of his Creditentials, and a Stranger reap the Effects of them. These Letters are wrote in various Forms, and though a Copy may be superfluous to most of my Readers, yet the Prospect of its being serviceable to some few, I hope, will plead my Excuse for adding it here.

S I R,

London, the 3d of January, 1791,

THIS is designed to accompany (or kiss your Hands by) Mr. John Steevens, and to request your furnishing him with a thousand Dollars of your Money (or with as much Cash as he shall require of you, if you give an unlimited Credit) for which please to take his Bills on me, or on any other he shall think proper to draw them; and I do hereby oblige myself for the punctual Discharge, and remain,

Sir, your most humble Servant,

W. B.

To Mr. Thomas Richardson,  
Merchant, in Leghorn.

250. The Time of paying Bills is always settled between the Drawer and Remitter, sometimes on a certain fixed and appointed Day, or at Sight, or so many Days after Sight, or so many Days, Weeks, or Months after Date; at Usance, half Usance, Usance and half, and two or three Usos or Usances.

251. A Bill payable at a certain Day, is due on the Day mentioned, according to the Stile of the Place it is drawn on, not where it is drawn from; so that a Bill from Amsterdam, made payable at Hamburg on the last Day of November, is to be understood that Day of Old Stile, and vice versa for a Bill drawn in the same Manner from Hamburg to Amsterdam.

252. If Bills are made payable at some Days after Sight, their Acceptance is dated on the Day they are presented, and from thence the Days of their running are counted; but, if they are made payable at Sight, they are to be satisfied without any Days of Grace to be allowed.

253. If a Bill be made payable some Weeks after Date or Sight, the Weeks must be reduced into Days, and in counting these, the Almanack should be consulted; and if a Bill is drawn to be paid one or two Months after Sight or Date, then the Day of Payment falls on the same Day in the succeeding Month, &c. from that in which the Bill was presented or dated, although the Months differed in the Number of their Days. *As for Example*, A Bill dated the 7th of January, and payable a Month after Date, is payable the 7th of February, not the 8th, and a Bill dated the 30th of January, to be paid a Month after Date, becomes due on the last Day of February, though this Month hath not so many Days in it as the other.

254. And when a Bill is dated according to the Old Stile, payable a Month after Date in a Place where the New Stile is observed, it does not always fall due a Month after the Old Stile Date, as will be proved by supposing the Bill dated the 25th of April, O. S. payable a Month after Date, in a New Stile Country, and it does not fall due on the 25th of May, O. S. which is the 5th of June, N. S.



N. S. but on the 6th, for when the Bill was dated it was the 6th of *May*, N. S. which ought to be well observed, as this will make a Difference of two Days in Leap-Years, and of three in others.

255. A Bill made payable a Month after Date from the 28th of *February*, falls due on the 28th of *March*; but if it be dated *ultimo Feb.* then it is not due till the *ultimo March*, and the same in *June* and *July*, as the one hath 30, and the other 31 Days.

256. Bills made payable here at Sight have no Days of Grace allowed; but if it is but one Day after Sight; the Acceptor may claim them, though this ought not to be practised in Countries where the Respite Days are many.

257. To reckon the precise Time of a Bill's Payment, made payable after Date, it is necessary to calculate the Difference between the Old and New Stile, and to know what *Ufance* is in every Country; and for my Reader's Information herein, the following Places observe the *New Stile*, viz. *London, Amsterdam, Dordrecht, Haerlem, Leyden, Rotterdam*, and all the *United Provinces of Holland*; as also *Middleburgh, Ulliffingen in Zealand; Antwerp, Bruges, Dornick, Gbent, Ryffel, Brussels, Valenciennes*, and all *Brabant, Flanders, and Artois; Paris*, and all *France; Spain, Portugal*, and all *Italy; Augsburgh, Cremer, Lints, Vienna*, and several Places of the Empire; *Breslaw*, and all *Silesia; Colne, Dantzick, Koningsburgh, Thorne* and all *Poland*.

258. The Places that observe the *Old Stile* are,

*Russia*, the Electorate of *Brandenburg, Denmark, East-Friesland, Frankfurt on the Main, Geneva*, and the Protestant Cantons of *Switzerland, Hamburg*, and all *Holstein; Lubeck*, and all *Meclenburgh; Leipzick, Magdeburgh, Naumbourg*, and all *Saxony; Riga, Stockholm*, and all *Sweden; Strasburgh, &c.*

The *Papish* Electorates and Principalities of *Germany* observe the *New Stile*, and the *Protestant* ones continue the *Old*; and as the Reason of this Difference may not be so generally known, I beg leave to intrude so much on the Patience of that Part of my Readers who are acquainted with it, as to inform those that are not, which I will do in a few Words.

*JULIUS CÆSAR*, desirous of rectifying the erroneous Computation of Time that had prevailed till then, undertook the Reformation; and as the Year was corrected by him, the *Vernal Equinox*, which reduces Day or Night to an equal Length all over the Globe, except just under the Pole, happened in 325 to fall upon the 21st of *March*; and from this the *Nicene Council*, being then sitting, regulated the Terms for the Observance of *Easter*. But Pope Gregory XIII. observing in the Year 1582, that the *Equinox* was changed from the 21st to the 11th of *March*, ordered ten Days to be deducted from the Calendar. and the 11th to be counted the 21st; which Edict was generally observed by the Nations acknowledging the Supremacy of the See of *Rome*, but it did not obtain universally, as most of the *Protestant* Countries continued to reckon their Time as formerly; and this gave Rise to the different Ways of Computation that now obtain in *Europe*, distinguished by the *Julian* and *Gregorian* Calendars; and I have only to add, that since the Time of Pope Gregory, the *Equinox* has changed a Day, viz. from the 11th to the 10th of *March*, so that the Difference between *Old* and *New Stile* is eleven Days. *Great-Britain* and *Ireland* adopted the *New* or *Gregorian Stile* by Act of Parliament, in the Year 1752.

259. *USANCE* from *London* to any Part in *France* is thirty Days, this being declared to be a Month in Regard of Exchanges in that Kingdom, whether the Month has more or fewer in it.

*Ufance* from *London*, to *Hamburg, Amsterdam, Rotterdam, Middleburgh, Antwerp, Brabant, Zealand,*

*Flanders*.—And from these Places to *London*, is one Calendar Month after the Date of the Bill.

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*Ufance*

Ufance from *London* to *Spain*,

*Portugal*,—And from these Places to *London*, is two Calendar Months after Date.

Ufance from *London* to *Genoa*,  
*Leghorn*,  
*Milan*,  
*Venice*,

*Rome*—And from these Places to *London*, is three Months.

The Ufance of *Amsterdam*,

Upon *Italy*, *Spain*, and *Portugal*, two Months.

Upon *France*, *Flanders*, *Brabant*, *Geneva*, and upon any Place in the Seven United Provinces, is one Month.

Upon *Frankfort*, *Nuremberg*, *Vienna*, *Augsburgh*, *Cologne*, *Leipzig*, and other Places in *Germany*; upon *Hamburg* and *Breslau*, is fourteen Days after Sight, two Ufances twenty-eight, and half Ufance seven.

Ufance from *Dantzick*, *Koningsberg*, and *Riga*, upon *Amsterdam*, is at one Month's Sight, though it is common to draw from the first at forty Days' Date, and from the others at forty-one, but oftener at ten and eleven.

And from *Amsterdam* on the said Places, at a Month's Date, without mentioning Ufance; though sometimes at forty and forty-one Days; and sometimes on *Breslau* at six Weeks Date.

260. Most Nations have generally agreed to allow the Acceptor of a Bill some small Time for Payment, beyond that mentioned in the Bill, termed Days of Grace, or Respite: but they as generally disagree in the Number, and Commencement of them.

At *London*, *Bergamo*, *Vienna*, three Days are allowed; at *Frankfort*, out of the Fair Time, four; at *Leipzig*, *Naumbourg*, and *Augsburgh*, five; at *Venice*, *Amsterdam*, *Rotterdam*, *Middleburgh*, *Antwerp*, *Cologne*, *Breslau*, and *Nuremberg*, six; at *Naples*, *Denmark*, and *Norway*, eight; at *Dantzick*, *Koningsberg*, and in *France*, ten; at *Hamburg* and *Stockholm*, twelve; in *Spain*, fourteen; at *Rome*, fifteen; at *Genoa*, thirty. At *Leghorn*, *Milan*, and some other Places in *Italy*, there is no fixed Number of Respite Days. Sundays and other Festivals are included in these Days at *London*, *Naples*, *Amsterdam*, *Rotterdam*, *Antwerp*, *Middleburgh*, *Dantzick*, *Koningsberg*, and in *France*; but not at *Venice*, *Cologne*, *Breslau* and *Nuremberg*: At *Hamburg* and in *France*, the Day on which the Bill falls due makes one of the Days of Grace, but no where else.

261. At *Venice* no Bills are permitted to be paid by Indorsement, so that they must be payable to a certain Person, and not to Order, or to the Procuration of him intended to receive them; and in Places where there are Banks, if Bills fall due when these are shut, there are always some Days of Grace allowed the Acceptor after their Opening.

262. It was formerly agreeable to the Laws of *Portugal*, and I believe is still so to those of *Italy*, though certainly quite contrary to Justice and Honesty, for an Acceptor to be freed from this Obligation in Case of a Drawer's Insolvency before Payment; but as some remarkable Trials on this Subject in the first-mentioned Kingdom seem to have altered the Laws for the better, I shall acquaint my Reader both with the Occasion and Success of them.

263. Some few Years ago, a Gentleman from the City of *London*, drew some Bills on his Correspondent at *Lisbon*, and died two or three Days after insolvent; the Bills were accepted, but on Advice of the Drawer's Death and Insolvency, Payment was refused; and the Acceptor, sheltering himself under the then subsisting Law, stood a Trial on being sued; but the Judge, having a Regard to the Custom of Merchants, gave a Sentence against him, and he paid accordingly. However, some Time after a Merchant at *Amsterdam* drew two Bills on another at *Lisbon*, which were indorsed by one here, to two several ones there, and were both punctually accepted; but the Drawer failing, and the Indorser likewise, the Acceptor refused Payment, which obliged the Possessors to sue him for the Value,

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and this they did in separate Suits, carried on before different Judges, whose Opinions were so opposite, that one of the Holders had a Sentence in his Favour, and the other against him; upon which new Suits were commenced, and finally determined for them, who accordingly recovered not only the Principal and Charges of the Bills, but those of the Law-Suits also; which seems to have fixed the Point before contestable, and now placed it on a Par with what is observed in the other Parts of *Europe*. And though there are some few in *Italy* who value themselves on the Protection of the Laws to screen them from a Payment under the afore-mentioned Circumstances, yet they thereby irreparably prejudice their Character, and must not expect any future Credit; so that those who have any Regard for either, act more like Merchants and honest Men, and discharge their Acceptances whilst they are able.

264. In the Territories of the King of *Denmark*, no Bills must be made payable after Sight for a longer Term than two Months; and whatever protested Bills are not sued for in six Months from the Protest's Date, shall lose their Right as Bills of Exchange, and thenceforward be only regarded as a Book Debt, and all Law-Suits concerning them must be concluded within a Year. It hath long since been determined by a settled Rule among the Merchants at *Copenhagen*, and confirmed by a Judgment in the highest Court, that the Charges on all protested Bills shall be six *per Cent.* for Exchange and Re-exchange, with  $\frac{1}{2}$  *per Cent.* for Provision; and by a Placard of the 26th of *Nov.* 1751, Bill-Bonds, which are a Sort of Inland Bills, and ordered in Lieu of Notes of Hand, were introduced; they must be on stamped Paper, and drawn at three Months, but not to continue longer than four; they have a Right when protested like Foreign Bills of Exchange, to bear an Interest of  $\frac{1}{2}$  *per Cent.* Monthly, and must be sued for within a Month after due.

265. Since I began on this Subject of Bills, a small Dispute has happened at *Leghorn* about their Payment, which I shall just mention for my Reader's Information. It has always been customary at that Place to pay them in Gold; but *Zechins* have lately been so scarce there, as to bear a Premium of two or three *per Cent.* above Silver; to avoid which Expence several tendered Payment of their Bills in the last-mentioned Metal, and not being admitted, some of them were returned protested, which occasioning a little Confusion in their Commerce, an Application was made to the Regency, who, as I understand, determined that Bills should be paid as usual; however, some here still pretend to have an Insertion in all they take for their Payment in Gold, which Innovation I presume will wear off, as the Cause that occasioned it ceases. And having treated of every Particular relative to Bills, but their Form, that now naturally challenges a Remark.

266. Bills of Exchange should be written in a fair Hand, cleanly, and without Mistakes: their Style admits of several Variations; as one or more Bills are granted of the same Tenour; Difference in the Time and Place of Payment; or according to the Species it is to be made in; which the following Forms may serve to illustrate.

*London*, the 18th of *January*, 1791.

Exchange for 50*l.* *Str.*

AT Sight of this my only Bill of Exchange, pay to Mr. *John Rogers*, or Order, fifty Pounds Sterling, Value received of him, and place the same to Account, as *per Advice* (or *without further Advice*) from

*Samuel Skinner.*

To Mr. *James Jenkins*,  
Merchant at *Brissol*.

*London*, the 18th of *January*, 1791.

Exchange for 10,000 *Liv. To.*

AT fifteen Days after Date (or at one, two, &c. *Ufos*) pay this my first *per Exchange*, to Mess. *John Rogers* and Comp. or Order, ten thousand *Livres*

*Tournai*, in Specie known to us this Day, Value of Dittos, and place the same to Account, as *per Advice* from

*Thomas Bancraft.*

To Mr. Henry Kendrick,  
Banquier, in *Paris*.

The second

*London*, the 18th of *January*, 1791, Exchange for 10,000 Liv. To.

AT fifteen Days after Date (or at one, two, &c. *Ufos*) pay this my second *per Exchange* (first or third not paid) to Mess. *John Rogers* and Comp. or Order, ten thousand Livres *Tournai*, in Specie known to us this Day, Value of Dittos and place the same to Account, as *per Advice* from

*Thomas Bancraft.*

To Mr. Henry Kendrick,  
Banquier, in *Paris*.

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and in the third write (*first or second not paid*) which Example may serve for all Bills.

*London*, the 18th of *January*, 1791, Exchange for D. 1000.

AT *Ufance* pay this my first *per Exchange* to Mr. *Ignatio Testori* (or to the *Procuration* of Mr. *Ignatio Testori*) one thousand Ducats Banco, Value of Mr. *Gregory Laman*, and place it to Account, as *per Advice* from

*Nicholas Reubens.*

To Mr. James Robottom,  
Merchant in *Venice*.

*London*, the 18th of *January*, 1791, Exchange for 1600 per 000 Rs

AT thirty Days Sight (or *Ufance*, &c.) pay this my first *per Exchange* to Samuel Fairfax, Esq. or Order, one thousand six hundred Mil Reis, Value of Ditto, and place it to Account, as *per Advice* from

*Jeremiah Tomlinson.*

To Mess. Brown and Black,  
Merchants, in *Lisbon*.

*London*, the 18th of *January*, 1791.

Exchange for 273l. 15s. St. at 35 Sc. 7 G. per £. St.

AT two *Ufos* and a half, pay this my first *per Exchange*, to Mr. Joseph Jacobs, or Order, two hundred and seventy-three Pounds fifteen Shillings St. at thirty-five Shillings and seven Groots *per Pound Sterling*, Value of Mr. James Merryman, and place it to Account, as *per Advice* from

*John Johnson.*

To Mr. David Hill,  
Merchant, in *Amsterdam*.

*London*, the 18th of *January*, 1791.

Exchange for 2000 Dollars.

AT *Ufance* pay this my first *per Exchange*, to Mr. Richard Redman, or Order, two thousand Dollars, Value of him, and place them to Account of W. M. Esq. and Co. as *per Advice* from

*Abraham Moreton.*

To Mr. Bartholomew Jermain,  
Merchant in *Leghorn*.

N. B. Bills are drawn in the same Manner on *Genoa*.

*London*,

London, the 18th of January, 1791.

Exchange for xx 2000. at 400 Rei, *per* Crusado.

AT Ufance pay this my first *per* Exchange, to Mr. Samuel Levi, Jun. or Order, two thousand Crusadoes, at four hundred Rei *per* Crusado, Value of Ditto, and place them to Account, as *per* Advice from

John Thomas.

To Mr. Richard James,  
Merchant in Oporto.

London, the 18th of January, 1791. Exchange for £. 108 : 10 Irish Str.

AT thirty-one Days after Date; pay, in Dublin, this my first *per* Exchange, to Mess. Richard and Thomas Moore, or Order, one hundred and eight Pounds ten Shillings, Sterling Money of Ireland, Value of Mr. Ezekiel Sampson, and place it to Account, as *per* Advice from

Nicholas Fairman.

To Mr. Christopher Reynolds,  
Merchant in Waterford.

A Bill drawn in French.

Marseille, 31 Octobre, 1790. B. M. 350.

A Nonante Jours de Datte, payez par cette premiere de Change, à l'Ordre de Mess. Jean Jacobson & Fils, trois Mil. trois Cent cinquante Marcs Banco, Valeur en Compte.

Jean Martel.

A Monsieur  
Monf. Jacob Geraers,  
A Hamburgh.

The Indorsements are as follow :

Pay to Mr. James Trotter, or Order, Value in Account. Stockholm, the 3d of November, 1790.

John Jacobson and Sons.

Pay to Mr. Levi Solomon, or Order, Value received. London, the 2d of December, 1790.

James Trotter.

The following is a second Bill, in Italian.

Londra, 24 Feb. 1791.

*per* 600 d'8 r.

AD Ufo pagate *per* questa seconda di Cambio, una sol Volta, al mio Ordine, pezze sei Cento di otto Reale, Valuta Contoci, or Acuta del Medesimo, ponendole come *per* la d'Avviso addio

Thomas Deacon.

Al Sar. Pietro Cambanelli, à Livorna.

La prima *per* accettaz. in Mano di Sr. Fralli, &c.

London, the 18th of May, 1791.

Exchange for 3000 D.

AT Ufance pay this my first *per* Exchange to yourselves, or to your own Order, three thousand Dollars of eight Rials each, Gold or Silver, of the Currency known to us this Day, Value of Mr. John Crew, which place to Account, as *per* Advice from

Richard Bingham.

To Mess. Patrick Jansen and Co.  
in Madrid.

Patrick Jansen and Co.  
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When Bills are drawn at *Usance*, or so many Days Date, the Acceptance must be at the Bottom of the Bill, as in that immediately preceding; but when they are drawn payable at so many Days sight, the Acceptance must express the Day it is made; and an Indorser may divide a Bill, and make Part of it payable to one, and Part to another, which is done in the following Manner: *A.* possessing a Bill for 200*l.* Sterling, indorses on the first 122*l.* payable to *B.* and on the second 78*l.* payable to *C.* and sends the first to *B.* and the second to *C.* so indorser, and on their presenting them to the Party the Bill is drawn on, he accepts the first for the 122*l.* and the second for the 78*l.* in Conformity to their Indorsements.

In *France*, by an Ordinance of the King, in *March*, 1673, it is directed, that the Nature of the Value received for Bills of Exchange shall be inserted in them, and expressly mentioned, whether it was in Money, Merchandize, or other Effects, to prevent several Abuses that had crept into this Branch of Commerce, by the bare Insertion only of Value received; for it was common to give a Note, in Payment of a Bill of Exchange, both expressing Value received. And this Method was found to be of great Prejudice to Trade, by occasioning many Failures, which the afore-mentioned Arret was intended to prevent. And in Consequence thereof, there are four Sorts of Bills of Exchange in that Country, *viz.* the first expressing simply, *Value received*; the second, *Value received in Merchandize*; the third, *Value in himself*; and the fourth, *Value understood*. The first and second need no Paraphrase, being both alike in their Negotiation, and their Distinction only answering some Ends that may occur between the Drawer and Deliverer, in Case of any Failure or Fraud. The third Sort is, when a Merchant draws a Bill of Exchange on one who owes him Money, which he sends to his Friend or Factor, to procure Acceptance and Payment; and as the Acceptor is a Creditor of his, an Inconvenience might accrue to him, should he insert Value received, as his Friend or Factor might pretend that it belonged to him, appearing by the Bill that the Drawer had received the Value. The fourth is, when a Person taking a Bill of Exchange from one on whose Credit he cannot rely, gives the Drawer his Acknowledgement of receiving the Bill, whose Value he obliges himself to satisfy, on having Advice that the Bill is paid; but if the Bill returns protested, it is again exchanged for the Note, the Drawer defraying the Charges. The Times for which Bills are made payable are also four, *viz.* At so many Days Sight, eight, ten, fifteen, &c. and the Time does not commence running till the Day after it is presented and accepted; so that a Bill drawn payable at ten Days Sight, and accepted the last Day of *April*, is not demandable till the 11th of *May*, and the Reason is, that the Day of Acceptance which is the 30th of *April*, is not counted, but the Reckoning begins only on the 1st of *May*; the 10th of *May*, on which the Bill expires, is not counted neither, because that the 10th does not finish till Midnight, and consequently an Action cannot be brought against the Acceptor till the 11th of *May*, which begins the Moment succeeding that on which the 10th finishes; and in Effect, if one begins to count from the 1st of *May*, and continues to the 10th at Midnight inclusive, there will be found no more than ten whole Days, which is the Time the Acceptor had to pay the Bill in.

The second Method of drawing Bills, is to make them payable at a Day certain. For Example—a Drawer gives his Bill to be paid on the 1st of *May*, which, according to what is said in the preceding Case, is not demandable till the second, as the Day of its falling due is never counted.

And there is no Obligation to procure Acceptance to a Bill of this Tenour, at the Time goes on whether accepted or not; but it is otherwise with the foregoing, payable at so many Days Sight; though it is certainly more advisable to get it accepted, as by this Means another Debtor is added to the Drawer, which becomes a new Security.

The third Time of Bills is at *Usance*, which is according to the Places drawn on, double *Usance*, or two *Usances*, &c. and tho' there is no more Obligation to procure Acceptance to this than to the preceding one, as the Time runs on from the Day of its Date, yet the same Reasons subsist for soliciting its Acceptance as occurred then.

And there having been formerly many Disputes about the Time of Bills falling due that were drawn payable at *Ufance*, double *Ufance*, &c. the King by this Ordinance has regulated it for the future, by making *Ufance* to be thirty Days, whether the Months have more or less in them, the thirty Days to be counted from the Day the Bill is dated, and not to be demanded till that succeeding the Expiration of the thirtieth, as has been observed in those Bills payable at so many Days Sight, and at a Day certain; but these Laws are only binding in *France*, on such Bills as are payable there, but not on those drawn from thence on other Countries, where different Usages and Customs are practised.

The fourth Sort of Terms of Bills, is, when Merchants draw them payable at *Lyons* in the Fair-Time, which they term Payment, and which they have four Times a Year, as has been before mentioned.

When Honesty reigned among the Merchants, these Bills payable in Payment at *Lyons*, were never accepted by Writing, he on whom they were drawn only said verbally, *SEEN*, and the Bearer noted it in his Book accordingly. The *Lyonnois* practised this for a long Time without any Accident; but Integrity became slack by the Corruption of the Times, and some Bankers having denied that Bills had been presented them, the Merchants for a greater Security now have them accepted in Writing.

It was necessary that the Bankers and Merchants of *Lyons*, to establish this Disposition in the Acceptations, and to restrain many other Abuses committed in their City, should seek a Remedy, and therefore they proposed a Regulation to the Governor; &c. thereof, the which was approved of, and allowed by an Arret of Council, and registered in the Parliament of *Paris* in the following Words, *viz.* "That the Acceptations of the said Bills of Exchange shall be made by Writing, dated and signed by those on whom they are drawn, or by Persons duly empowered by a Procuration, of which the Minutes shall remain with the Notary; and all those which shall be made by Factors, Deputies, and others, not furnished with Procurations, shall be null and of no Effect against him on whom they are drawn, save the Recourse against the Acceptor."

This Regulation, which was only for the City of *Lyons*, proved a sufficient Remedy for the Abuse that was committed by the Want of Acceptance to Bills; but this did not in any Shape remedy those arising from a conditional Acceptance in these Words, *Accepté pour répondre au Temps*, accepted to answer in Time, for this is the same as saying nothing, and is contrary to the publick Surety, because a Merchant of *Paris* or other Places, drawing a Bill of Exchange on his Correspondent at *Lyons*, who shall have no Effects of his in Hand, and who only accepting it with the Circumstance, *To answer in Time*, not being willing to advance for his Friend, when the Season of the Fair, or Payment is come, if Remittes are made to him, he pays a Creditor with a Debt, if he has the Opportunity, or else the Contents of the Bill are discharged at the End of the Payment; but, if he has no Provision made him, he lets the Bill be protested; so that a Merchant who does not understand this Custom, and who has paid his Money three Months before, comes upon the Drawers or Bearers of Orders, who very often have failed in the mean Time; whereas if he on whom the Bill is drawn, accepts purely and simply when it is presented him, he in whose Favour it was, would have had immediate Security, and its Payment when fallen due.

And however suitable to the Interest of the *Lyonnois* this Practice might be, as they generally accepted without Effects in Hand, yet as it placed them on a different Footing from every other Trader in the Kingdom, it was judged but reasonable by other Merchants to find out a Method that should put them all on a Level, and oblige those of *Lyons* to a pure and simple Acceptation; but though this was observed by some considerable Bankers, who drew their Bills, or took them with the Insertion of such Words as would not admit of Evasion in the Acceptor, yet this did not answer the Intent, as many of *Lyons* would not accept the Draughts on them in any other Manner than that formerly mentioned; therefore to remedy the Inconvenience and Disorders which this occasioned in Trade, and to place all his Majesty's Subjects on a Level, he directed by his Ordinance, "That all Bills of Exchange shall be accepted by Writing purely and simply; abrogating the Custom of a verbal Acceptance, or by these Words, *Veu sans*

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" acceptor, seen without accepting, or accepted to answer in Time, and all other conditional Acceptations, which shall be deemed a Refusal, and the Bills may be protested."

I mention those Circumstances, in which I think most *European* Nations are interested, as there is hardly one from whence a considerable Trade is not carried on with *Lyons*, either in the Commercial or Banking Way.

And though the happy Improvement of our own Silk Manufactures has very considerably lessened for some Years past, our trading Engagements with that powerful City, yet there still remains such an Intercourse, that the Knowledge of transacting Business there may occasionally concern many of my Readers.

I have now done with Bills of Exchange, and exerted my Endeavours to reduce every necessary Observation on them into as small a Compass as the Nature of the Subject would permit, consistent with rendering myself intelligible, and the Rules, I have laid down, clear and practicable; and though I might, without incurring an Imputation of Prolixity, have swelled a Discussion of this important Article into a Volume instead of a Chapter, I hope, I have left nothing unsaid that could contribute to my Purpose of clearing up every Difficulty which might arise to my Readers in their Exchanging Business; having carefully collected and communicated the Sentiments of the best Writers in all Languages on this Topick, so far as they were agreeable to that Experience which a long Practice in this Branch of Business has furnished me with; and I flatter myself that I shall not be accused of Vanity if I assert, that my Labours herein, and Endeavours to have every Section such as to stand the strictest Scrutiny, have by far exceeded those of other Writers that have gone before me, who either have superficially run over the Matter, or blindly propagated the Errors of one another, through Ignorance or Sloth, which I have studied to rectify, and I flatter myself with Success.

Before I treat of Arbitrations, I shall say something of *Brokers*, as a proper Appendage to the preceding Discourse, though they are not so much concerned in the Exchanges of Money and Bills as they were formerly; the Revolutions that happen in Commerce as well as Politicks, having thrown the greatest Part of that Business into the Hands of the Bankers in *London*, and in most of the capital Cities of *Europe*.

### Of Brokers.

**B**ROKERS are Persons sworn and authorised by the Magistracy of the Place where they act, and such are always regarded in Preference to others, who interfere in these Negotiations without being licensed; as Credit is given to the personal Evidence, and to the Books of sworn Brokers in all Courts of Justice, and out of Court, in all Cases of Arbitration or Compromise, though it is not admitted from the others; and in most Places, those who illegally exercise the Function, are fined for acting without Permission.

The Number of Sworn Brokers in *London* is unlimited; at *Amsterdam* there are three hundred and seventy-five *Christians*, and twenty-two *Jews*, acting in Trade and Exchanges; besides which, there are many who practise, as they do here, unsworn and unlicensed. The Number of these at *Amsterdam*, is more than double that of the Sworn Brokers, and they go by the Name of *Ambulatory Brokers*, and it is to be observed, that a Merchant runs great Risks in employing them, for in Case of Litigation, the Bargains and Contracts they have made are liable to be rendered null and void.

It is the Duty of Brokers to be diligent, faithful, and secret, whether their Dealings be in Exchange, or Purchases and Sales, as they are Mediators in all Negotiations; and those licenced may properly be called Publick ones, from the Nature of their Business, which leads them to a general Employ between Merchants, Traders, and Remitters. They are called at *Amsterdam*, as well as here, *Brokers*, *Courtiers* or *Mackelaers*, though on the Coasts of *Provence*, and

up the *Levant*, they are termed *Gensur*: and at *Paris*, the Exchange Brokers have, for about a Century past, bartered this Appellation for that of Agents; and to render the Office yet more honourable, about fifty Years ago the Quality of King's Counsellor was added to it, though the Business is the same, however the Denomination may differ.

Those who exercise the Function of Brokers ought to be Men of Honour, and capable of their Business; and the more so, as both the Credit and Fortune of those that employ them may in some Measure be said to be in their Hands, and therefore they should avoid Babbling, and be prudent in their Office; which consists in one sole Point, that is, to hear all, and say Nothing; so that they ought never to speak of the Negotiations transacted by Means of their Intervention, or relate any ill Report, which they may have heard against a Drawer, nor offer his Bill to those who have spread it.

Before offering any Bills of Exchange, which a Broker is commissioned about, he ought to ask the Person he applies to, whether he wants Bills for such a Place, or hath Money to dispose of? and if the Merchant queries whose the Bills are which he has to negotiate, he ought not to inform him, till his Reply lets him know whether he wants any or not.

When a Merchant has discovered his Intentions to draw, or that he has Bills to negotiate, the Broker should offer them, purely and simply, without any Exaggeration in their Favour or Disfavour; and if he to whom they are proposed refuses them, with saying they do not suit him, it would be not only improper, but impertinent in the Broker, to ask the Reason of such a Refusal, and the Height of Imprudence in him to amplify their Goodness, or the Solvency of their Owner, in Order to induce the Refuser to change his Intentions, and take them; on the contrary, he ought to take Care never to deceive the contracting Parties, but to be sincere in all his Actions, without using any Artifice to attain his purposed End in his Negotiations; and above all, he should avoid offering Things for which he has no Authority, as he may be taken at his Word, and have the Negotiation remain for his own Account, to his no small Disadvantage, if known, both of Purse and Credit; and the same may happen in Purchases and Sales, as in Exchanges.

A Broker should take Care in making an Agreement between two Persons, to be well assured of the Place to be drawn on, and when it is; where there is a settled Usance, he has Nothing to treat of but the Price; though, in Case the Parties agree on an Exchange for a Place where the Time of the Bill's Running is uncertain, that of Payment must be fixed, with every other Requisite to conclude the Bargain.

When a Broker has adjusted a Remittance, he must enquire of the Remitter to whom he will have the Bills payable, and should always carry some Slips of Paper on a Post-Day in his Pocket, on which to note it, as also the Sum agreed for, the Time of Payment, to whom payable, from whom the Value is to be received, at what Price the Exchange was concluded, and the Day it was agreed on, which Memorandum he must give the Drawer, and enter a Duplicate thereof in his Book, that may serve as a Testimonial, in Case of any Dispute between the contracting Parties.

It is the Broker's Obligation to call for the Bills, and carry them in Time to the Remitter, though this is a good Deal out of Use in this great Metropolis, where the Merchant commonly sends a Clerk with them, to lessen the Broker's Trouble.

A prudent Merchant will never attach himself entirely to one Broker for fixing the Price of the Exchange, nor will prefer one to another in the Execution of his Commission, either though Favour or Friendship, but he who offers the most beneficial Terms should be the Agent on that Occasion; and by such Behaviour he disoblges Nobody, but rather stimulates an Emulation in them to procure his Advantage.

It is a great Fault in a Merchant whose Credit is not well established, when he has a Mind to draw, to make Use of a Broker who is but young in, or ignorant of his Business; and he who draws in Virtue of a Letter of Attorney

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for another's Account is obliged to declare it to the Broker, who must in Consequence contract in the Name of the Constituent, and not in his who gave the Order.

An Exchange once concluded with the Broker, or by his Mediation, ought to be carried into Execution; as it is both unfair and illegal for either the Drawer or Remitter to retract their Words given. And if a Broker concludes any Thing either without or exceeding Orders, more especially at an inferior Price, the Merchant has just Reason to resent it, though the Broker offers Satisfaction, as his Credit is concerned, and may be hurt beyond a Possibility of Reparation.

The Bills of young Beginners may be offered by a Broker, but if he frequently tenders such as are notoriously in Disrepute, he must greatly suffer in his Reputation; more especially if he takes on him to recommend them; and if he submits to be employed by one he knows to be insolvent, or near being so, and endeavours to draw or remit for him, when certain that his Bills will not be answered, or he as a Remitter not comply with his Engagements, he ought to be severely punished for his Knavery; and his being deprived of any future Business is the least he can expect, though the Punishment is not adequate to his Deserts.

A Broker should never ask more, nor admit less, than what the Law and Custom allows him; this for Exchanges in London is always one *per Mil.* for each of the Parties concerned, though on Purchases or Sales *per Cent.* and at Amsterdam the Tariff is settled at three Stivers for a hundred Guilders, the Half payable by the Drawer, and the other Moiety by the Remitter, as follows, *viz.*

	<i>l.</i>	<i>s.</i>	<i>d.</i>
A thousand Ducats on Venice	4	0	0
A thousand Dollars on Genoa or Leghorn	4	0	0
A thousand Ducats on Madrid, or any other Part of Spain	4	0	0
A thousand Crusados on Lisbon, or any other Part of Portugal	4	0	0
A hundred Pounds Sterling on London, or any other Part of England, Scotland, or Ireland	1	10	0
A thousand Crowns on Paris, or any other Part of France	1	10	0
<i>Though when the Exchange was very high, Brokerage was in Proportion, and formerly Guild. 4. 10 St. were paid on negotiating the thousand Crowns.</i>			
A thousand Rixdales on Francfort, Leipzick, or Breslaw	3	10	0
A hundred Livres de Gros, or six hundred Guilders, on Dantzick, Koningsberg, Anvers, Lisle, and all Flanders and Brabant	0	18	0
A thousand Daelders on Hamburgh, computed 1666 $\frac{1}{2}$ Guilders,	2	10	0
A thousand Guilders on Rotterdam, and other Parts of Holland	1	10	0
A thousand Guilders Bank Money changed into Current	1	0	0
A thousand Guilders of Gold changed into Silver, and <i>per contra</i>	1	0	0
Five hundred Livres de Gros for an East-India Action	6	0	0

And in Proportion on other Places of Exchange; not but that some Brokers impose on People they find ignorant of the above-mentioned Regulations and Customs, but this is a Fraud, which no honest Man will be guilty of.

At Paris Brokerage is  $\frac{1}{2}$  *per Cent.* and at Lyons forty Sols is commonly given for three thousand Livres *Tournois*, Half by the Taker and half by the Giver of the Bill; and at this last Place, any one is permitted to exercise the Function of a Broker, it being a free City.

At Venice Brokerage is  $\frac{1}{4}$  *per Mil.* at Genoa  $\frac{1}{2}$  *per Cent* at Leghorn  $\frac{1}{4}$  *per Mil.* at Bologna 1 Sol *per* hundred Crowns; and in all other Banking Cities according to what Government has settled.

What we have already advanced, is sufficient with Respect to the Transactions of Exchange Brokers in general, and to give an Idea of the Nature of their Business in foreign Countries, which is all that is necessary; for every Merchant travelling to or residing in any great mercantile City in Europe must make



make himself Master of the local Laws and Regulations of the Place with respect to Brokers, and act accordingly: for these are liable to vary with the Policy and Circumstances of every Country, and therefore all printed Treatises upon such Subjects may become obsolete and useless. But the same Reasons should oblige the BRITISH MERCHANT to study all the Laws and Regulations respecting Brokers in his own Country, on which Account we shall enter into a Detail on that Head, and give ample Information to the very Time of our Publication: What Alterations happen afterwards, it will be easy for him to add, and thereby to make this Treatise, the Standard for his Transactions with Brokers.

*Of Exchange and Stock Brokers in England.*

VARIOUS Classes of Brokers are comprehended under the general Title of EXCHANGE BROKERS, viz. Insurance Brokers, Ship Brokers, East-India Brokers, Stock Brokers, Auctioneers, &c. all of whom, if they transact Business within the Jurisdiction of the City of London, must be duly sworn and admitted to act as Brokers by the Lord-Mayor and Court of Aldermen, otherwise they are liable to a Fine and Suspension, upon Information given to the said Court, that they transact Business without being so duly admitted.

Having already treated of Exchange Brokers, in the limited Sense of that Title, we shall proceed to INSURANCE BROKERS, whose peculiar Business it is to bring together the Parties wanting to insure Ships and Merchandise from the Perils of the Sea, and the Insurers or Underwriters: to settle the Premium, to pay or receive the same for the Parties concerned, to fill up the Policies, attest them, &c. They are likewise often called upon to draw up Charter-Parties, particularly when they are to contain any special Conditions, as those Conditions often relate to, and are connected with the Insurance.

SHIP BROKERS are employed in buying and selling Ships and Cargoes, either by private Contract, or by public Sale, the latter is said to be by CANDLE, on Account of the Custom of lighting an Inch of Candle at these public Sales, and suffering the Bidders to bid no longer than till the Candle is burnt out, in other Respects they do not differ from common Auctions. In Time of War, the Business of Ship Brokers is considerably increased by the Sale of Prizes taken from the Enemy.

EAST INDIA BROKERS transact the Business by Commission of purchasing the Commodities sold at the Company's public Sales, and they are employed by the Wholesale Dealers in Linen, Silk, Teas, Spices, Drugs, China, &c.

STOCK BROKERS are Persons who confine their Transactions to the buying and selling of Property in the public Funds, and other public Securities for Money; and they are employed by the Proprietors or Holders of the said Securities. Of late Years, owing to the prodigious Increase of the funded Debt of the Nation, commonly called the Stocks, they are become a very numerous and considerable Body, and have built, by Subscription, a Room near the Bank, wherein they meet to transact Business with their Principals and with each other, and to prepare and settle their Proceedings before they go to the Transfer-Offices at the Bank, the South-Sea and India-Houses, thereby preventing a great deal of Confusion at the public Offices, where the Concourse of People is so great during the Hours of transferring Stock, that if the Business was not prepared before-hand, it would be impossible to transact it within the given Time.

But if the Business of Stock Brokers, was confined solely to buying and selling the real Property of their Employers in the Funds, there would not be Half the Number that now follow this Profession. It is therefore necessary to take Notice that the Interest which Foreigners have in our Funds, particularly the DUTCH, gave rise to Time Bargains, that is to say, to Contracts for purchasing and selling any Quantity of Stock to be delivered or adjusted at a future Time. The usual Times for which Bargains, founded on real Property, and intended to be settled *bona fide*, were made, were from three Months to three Months, four

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Times within the Year, viz. in *February, May, August, and November*; and these Periods of settling the Accounts of such Time Bargains were called the *RECOUNTERS*, from a *Dutch* mercantile Term for adjusting Accounts Current between Merchant and Merchant. The Impossibility of ascertaining whether the Commissions from Abroad given by Letters from Foreigners, or by their Correspondents here, to Brokers to buy and sell Stocks for Time, were founded upon real Property or not, gave Birth to *Stock-jobbing*, or Dealing in the Funds upon Speculation, and the Persons that play at this Game, for Gaming it is of the first Magnitude, whether Principals or Brokers, are called *Stock-jobbers*.

They purchase or sell for a given Time, frequently without being possessed of any Property in the Funds they bargain for, merely upon Speculation. For instance: A. imagines that a Peace, or some other advantageous national Event will raise the Price of any given Fund within the Space of three Months considerably above the Price of the Day on which he makes his Time Bargain: On this Principle he gives his Broker Orders to buy a large Quantity to be taken and paid for three Months from that Date; when the Time expires, if the Stock has risen according to his Expectation, instead of taking it, for probably it has been bought of a Person who had it not to deliver, he receives from the Broker the Difference in Money, between the Price on the Day the Bargain was made, and the Price at the Expiration of the three Months, and this is his Profit: If, on the contrary, the Stock has fallen below the Price of the Day on which he purchased for three Months, he must pay the Difference, and this will be a losing Account. It is computed that the Bargains on *Stock-jobbing* Accounts made in the Course of a Year, exceed by many Millions, the Transfers made at the Books of real Property, and the Conclusion is apparent, that great Fortunes are made and lost by *Stock-jobbing*. It is to be observed likewise, that the Brokers job for their own Account, which occasions frequently Failures at the *Stock-Exchange*.

The whole Business of *Stock-jobbing* being contrary to Law, and many Persons acting as Brokers therein, who have never been admitted as Exchange Brokers by the Lord-Mayor and Court of Aldermen, it is our Duty, in the next Place to give the Form of Admission of regular Brokers, the Regulations to which they are subject, and Abstracts of the Laws in Force concerning them, and *Stock-jobbing*; after which, if any further Information is wanting, we must beg Leave to refer the Reader to a well-known Treatise on the Funds, entitled, *Every Man his own Broker*\*, as it would far exceed our Limits, and go beyond the Plan of this Work, to discuss the whole Art and Mystery of *Stock-jobbing*.

All Persons, who shall act as Brokers within *London*, shall be admitted by the Court of Mayor and Aldermen, under such Directions for their good Behaviour as the Court shall think fit; and shall, upon their Admission, pay to the Chamberlain *forty Shillings*; and shall also Yearly pay *forty Shillings* upon the 29th of September, for the Use of the Mayor and Commonality and Citizens of the City of *London*.

The principal Regulations established by the said Court, in Virtue of the Powers vested in them by the said Statute are,

That every Broker upon his Admission is solemnly sworn, truly and faithfully to execute and perform the Office and Employment of a Broker between Party and Party, in all Things appertaining to the Duty of the said Office and Employment, without Fraud or Collusion; to the best of his Skill and Knowledge.

That he do enter into a personal Bond, under the Penalty of five hundred Pounds, the Condition of which Bond recites the Duties sworn to in the Oath of Admission, which, if well and truly performed, then the Obligation is void, otherwise it remains in full Force.

A Silver

\* *Every Man his own Broker*; or, A Guide to Exchange-Alley, explaining the Nature of the Funds, the Art and Mystery of *Stock-jobbing*, &c. by T. Mortimer, Esq. the Eleventh Edition, *London*, printed for Robinson, 1791.

A Silver Medal is likewise delivered to him, having the King's Arms on one Side, and the Arms of the City of London on the Reverse, with the Broker's Name, and he is ordered to produce the same upon every Occasion, when he is required to shew his Qualification.

6 Ann. C. 16. Sect. 5. If any Person shall take upon him to act as a Broker, or employ any under him to act as such within the said City, not being admitted, every such Person shall forfeit to the Mayor and Commonalty, &c. for every Offence twenty-five Pounds, to be recovered by Action of Debt in the Name of the Chamberlain, in any of her Majesty's Courts of Record.

Sect. 10. Every Person employed as a Broker, Solicitor, or otherwise, in behalf of any other Person, to make any Bargain, or contract for the buying or selling of any Tallies, Orders, &c. or Interest in any joint Stock erected by Act of Parliament, or Letters Patent, or Bonds of any Company thereby erected, who shall take any Money or Reward exceeding *two Shillings and Sixpence* for every hundred Pounds, and so in Proportion, for his Service in soliciting or procuring such Contract or Bargain, shall forfeit *Twenty Pounds* with Costs, to such Person as will sue for the same in any of her Majesty's Courts of Record at *Westminster*.

7 Geo. II. C. 8. 5. 1. All Contracts upon which any Premium shall be given for Liberty to put upon, deliver, accept, or refuse, any public Stock or Securities, and all Wagers, Puts, and Refusals, relating to the present or future Stock or Securities, shall be void: and all Premiums upon such Contracts or Wagers shall be restored to the Person who shall pay the same, who shall be at Liberty, within six Months from the Making of such Contract, or laying such Wager, to sue for the same, with double Costs; and it shall be sufficient for the Plaintiff to allege, that the Defendant is indebted to the Plaintiff, or has received to the Plaintiff's Use, the Money or Premium so paid, whereby the Plaintiff's Action accrued according to the Form of this Statute, without setting forth the special Matter.

Sect. 2. Persons, who by this Act shall be liable to be sued, shall also be obliged to answer upon Oath such Bill as shall be preferred against them in Equity, for discovering any such Contract or Wager, and the Premium given.

Sect. 4. Every Person who shall make any such Contract, upon which any Premium shall be given for Liberty to put upon, deliver, accept, or refuse any public Stock or Securities, or any Contract in the Nature of Puts and Refusals, or shall lay any Wager, except such who shall *bona fide* sue, and with Effect prosecute, for the Recovery of the Premium paid by them, and also except such as shall discover such Actions in any Court of Equity, shall forfeit *Five hundred Pounds*. And all Persons negotiating or writing such Contracts, shall likewise forfeit *Five hundred Pounds*, which Penalties may be recovered by Action of Debt or Information, in any of his Majesty's Courts of Record at *Westminster*; one Moiety to his Majesty, and the other Moiety to them who shall sue for the same.

Sect. 5. No Money or other Consideration shall be voluntarily given or received for the compounding any Difference, for the not delivering or receiving any public Stock or Securities, but all such Contracts shall be specially executed; and all Persons who shall voluntarily compound such Difference, shall forfeit *One hundred Pounds*; one Moiety to his Majesty, and the other Moiety to them who shall sue for the same.

Sect. 6. No Person who shall sell Stock to be delivered and paid for on a certain Day, and which is refused and neglected to be paid for, shall be obliged to transfer the same; but it shall be lawful for such Persons to sell such Stock to any other, and to receive or recover from the Person who first contracted for the same, the Damage which shall be sustained.

Sect. 7. It shall be lawful for any Person, who shall buy Stock to be accepted and paid for on a future Day, and which shall be refused or neglected to be transferred; to buy the like Quantity of such Stock of any other Person, at the current Market Price, and to recover and receive from the Person who first contracted to deliver the same, the Damages sustained.

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All Contracts which shall be made for the buying or transferring of Stock, <sup>7 Geo. II. C. 3. §. 4</sup> whereof the Person on whose Behalf the Contract shall be made to transfer the same, shall not, at the Time of making such Contract, be actually possessed in his own Right, or in the Name of Trustees, shall be void: and every Person on whose Behalf, and with whose Consent any Contract shall be made to sell Stock, whereof such Person shall not be actually possessed in his own Name or in the Name of Trustees, shall forfeit *Five hundred Pounds*, one Moiety to his Majesty, and the other Moiety to them who shall sue for the same; and every Broker, or Agent, who shall negotiate any such Contract, and shall know that the Person, on whose Behalf such Contract shall be made, is not possessed of Stock, shall forfeit *One hundred Pounds*, one Moiety to his Majesty, and the other Moiety to them who shall sue for the same.

Every Person receiving Brokerage in the buying and disposing of Stocks, shall keep a Broker's Book, in which he shall enter all Contracts, with the Names of the principal Parties; and such Broker, who shall not keep such Book, or shall wilfully omit to enter any such Contracts, shall forfeit *Fifty Pounds*, one Moiety to his Majesty, and the other Moiety to them who shall sue for the same. <sup>9.</sup>

Nothing in this Act shall extend to any Contracts for the Purchase or Sale of Stock, to be made with the Privity of the Accountant General of the Court of Chancery, in Pursuance of any Decree or Order of the said Court. <sup>10.</sup>

Nothing in this Act shall hinder any Person from lending Money on Stock, so as no Premium be paid more than legal Interest. <sup>11.</sup>

The above Act was made perpetual by 10 Geo. II. C. 8.

It was hardly possible to frame an Act, better calculated to suppress the pernicious Practice of Stock-jobbing; yet it is shamefully violated, and that daily, with Impunity, justifying the Remark made by Foreigners, "That we have the best Laws of any Nation in the World, and the worst executed." However, the Merchant and the monied Man may learn one useful Lesson from attending to the Regulations concerning Brokers, and the Statute against Stock-jobbing, which is, that he can have no Remedy whatever for any Fraud or Collusion, unless he employs a licensed Broker. And that he may know which are licensed, he need not have Recourse to a Sight of the Silver Medal, a List of the admitted Brokers being annually printed by Order of the Lord-Mayor and Court of Aldermen, which is hung up in one of the Walks of the Royal Exchange, and in *Guildhall* and at most of the reputable Coffee-houses near the Exchange.

### *Of the Par of Monies.*

**M**OST of what has hitherto been written concerning the Par of Coin is obscure and confused: the greatest Part of the Authors who have published any Thing about it give the Par of Monies no longer current; however it is a Thing not over difficult, as it only consists in making the Comparison between the intrinsic Value of the Gold and Silver Coins of each Country, and the Price they pass current at; it is therefore necessary that the exact Weight and Standard of such Monies be first known. The celebrated Sir *Isaac Newton* published a Tract of the Standard of foreign Coins, which was printed at the End of Mr. *Arbutnot's* Work; but so many Alterations have since been made in the Monies of *France*, *Spain*, and some other Countries, that it is necessary to examine the last Arrets that have been published about them to clear up this Particular. As for Example: The King of *Spain*, by a Royal Decree, raised the Pistole from thirty-two to thirty-six Rials of Plate, and by a subsequent Decree, it was ordained that the Dollars should be current in his Dominions at nine and  $\frac{1}{2}$  Rials instead of eight, which they passed at before, and these have since been raised to ten, and the Pistole to forty Rials: Which Observation might be extended to several other Species, but this would be both



tedious and useless, we shall therefore give such Examples only as will sufficiently and clearly demonstrate the Method by which all others may be found out.

*The Par of Gold Coin between London and Amsterdam.*

Of  $1\frac{1}{2}$  Mark of Gold of the Standard of 22 Carats are made in England  $44\frac{1}{2}$  Guineas, as Sir *Isaac Newton* demonstrated to the Lords of the Treasury on the 21st of September, 1717; each Guinea being then current at 21 Shillings and Sixpence Sterling, but since it has been lowered to 21 Shillings. At present 1000 new *Holland* Ducats weigh 14 Marks 1 Ounce and  $11\frac{1}{2}$  Engels; each Mark is of the Standard of 23 Carats and a little more than 7 Grains, from whence it follows, that there is as much pure Gold in 1000 Ducats as in  $451\frac{1}{2}$  Guineas. Commonly in the Payments that are made among the Citizens, a Ducat passes in *Holland* for 5 Guilders and 5 Stivers current Money, and according to this Proportion, an *English* Guinea, or 21 Shillings Sterling, is worth 11 Guilders and 12 Stivers current Money, of *Holland*; or  $9480\frac{1}{2}$  Shillings Sterling are equal in Value to 5250 Guilders; or one Pound Sterling to about 36s. 11d. de Gros current Money; or if the Agio be reckoned at  $4\frac{1}{2}$  per Cent. it will be found very near 35s. 3d. de Gros Bank Money.

*The Par between London and Amsterdam of Silver Money.*

According to the afore-mentioned Report made by the said Sir *Isaac Newton*, in the Year 1717,  $11\frac{1}{2}$  Ounces of pure Silver, and  $\frac{1}{2}$  of an Ounce of Alloy made 62 Shillings Sterling; in *Holland* 200 Pieces of 3 Guilders weigh 25 Marks, 5 Ounces  $11\frac{1}{2}$  Engels, and are of the Standard of 11 Penny-weights; or in  $1052\frac{1}{2}$  Shillings Sterling there is as much fine Silver as there is in the said 200 Pieces of 3 Guilders, and the Value of 20 Shillings Sterling in 1717, was near to 38 Sch. current Money of *Holland*.

If the Comparison be made by Ducatons, or by *Holland* Rixdales, instead of 3 Guilder Pieces, it will be found very near the same Value; for if it be true, as I am informed, that 200 Ducatons weigh 26 Marks 3 Ounces 15 Engels, and their Standard is  $11\frac{1}{2}$  Pennyweight; and if 200 Rixdales weigh 22 Marks  $6\frac{1}{2}$  Ounces of the Standard of  $10\frac{1}{2}$  Pennyweight; when the 3 Guilder Pieces are fixed at 60 Stivers, the intrinsic Value of the Ducaton will be 63 Stivers  $3\frac{1}{2}$  Deniers, and the Rixdale 50 Stivers and almost 2 Deniers.

*The Par between France and Holland for the Gold Coin.*

A Mark of Gold Money, worth at present in *France* 720 Livres, is exactly 30 Louidors, and the Standard 21 Carats 7 or  $7\frac{1}{2}$  Grains, we will take the Medium when, at 21 Carats  $7\frac{1}{2}$  Grains, each Louidor ought to weigh  $5\frac{1}{2}$  Engels; those coined in the Year 1731 weigh 5 Engels and 10 Axen, which we may deem the true Weight. In 1000 *Holland* Ducats there is then as much pure Gold as in  $466\frac{1}{2}$  Louidors. If the Ducat is counted at 5 Guilders 5 Stivers current Money, a Louidor, or 24 Livres *French*, is worth of *Dutch* Money 11 Guilders 5 Stivers, and the 3 Livre Crown almost  $56\frac{1}{2}$  de Gros current Money; or 64 *French* Livres were, in 1731, of an equal Value with 30 *Dutch* current Guilders, and 16 *French* Crowns of 6 Livres are at a Par with 15 three Guilder Pieces; or 30 Ducats of *Holland* are worth 14 Louidors. The Proportions I here give are sufficiently exact; for if 1000 current Guilders are reduced into *French* Money, there will be found by the said Proportions only  $\frac{1}{2}$  of a Louidor, or  $\frac{1}{2}$  of a *French* Livre, less than by the intrinsic Value;  $\frac{1}{2}$  of a *French* Livre are  $\frac{1}{2}$  of a Guilder.

If the Agio of  $\frac{1}{2}$  per Cent. upon the Bank Money be taken, the Value of 3 *French* Livres will be a small Matter less than  $53\frac{1}{2}$  de Gros Bank Money.

The Weight of 1000 Louidors of the Sun is 33 Marks, 1 Ounce of the Standard of 21 Carats, 7 Grains, *Koophandel van Amsterdam, 2de Deel, pag. 111. ed. A. 1727.*

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A. 1727, by which it is seen that they are near of equal Value with the new Louidor.

## The Par between France and Holland of the Silver Money.

The King of France, by an Arret of the 25th of May 1726, fixed the Mark of Silver Money at 49 Livres 16 Stivers, and since that Time, I believe no Alteration has been made; the Standard is almost 11 Pennyweights, and that of the ancient Crown of 9 to the Mark was of 10 Pennyweights and 22 Grains, *Traité des Changes Etrangers, par Mr. Dernis, Paris 1726.* At present in France there are 6 Livre Crowns of  $8\frac{1}{10}$  to the Mark, and it is said that the Standard is 11 Pennyweights. In making the Calculation it will be found, that in 200 three Guilder Pieces there is as much pure Silver as in 213  $\frac{2}{3}$  French Crowns of 6 Livres, or each of these Crowns is worth pretty near  $56\frac{1}{2}$  Stivers current Money of Holland; this is very near the same Value which we have found in the Gold.

The Silver Pieces of 24 Sols, coined in France 1726 and 1727, only weigh  $3\frac{1}{2}$  Engels, and the Value in Dutch Money is  $10\frac{1}{2}$  current Stivers.

Almost all Authors who have treated of a Par, have taken for a Foundation that the ancient Crown of 3 Livres or of 9 in a Mark, by the Arret of the 16th of September, 1666, Mr. Dernis, Pag. 4. was worth 100d. de Gros of Holland, or that the Mark of 11 Pennyweights French Money was worth 22 Guilders 10 Stivers; but at present by the Pieces of 3 Guilders the Value of the said Mark is found to be 23 Guilders 7 Stivers, or that of a Crown of 3 Livres  $103\frac{1}{2}$ d. de Gros current Money; upon which Footing the Calculation may be made in the present Time; for it should be stated by the Rule of Three inverted; if, when the Mark of Money is fixed at 27 Livres, the Par is  $103\frac{1}{2}$ d. de Gros, how much will the Par be if the Mark is worth 49  $\frac{1}{2}$ . But it is easier to make the Calculation by the Crowns, because it is found at present that there are  $16\frac{2}{3}$  Crowns, of 3 Livres in a Mark; so it is said if  $16\frac{2}{3}$  Crowns are worth 23 Guilders and 7 Stivers current Dutch Money, how much shall one Crown be worth; and it will be found as aforesaid, a little more than  $56\frac{1}{2}$ d. de Gros. In the Beginning of the Year 1726 the Par was at  $67\frac{1}{2}$ d. de Gros; it may be seen then, that it is very easy to find the Par, whether the King of France rises or falls the Price of the Coin. In Case that it changes not only the Weight but the Standard, the direct Rule of Three ought to be stated by saying, The ancient Standard is to the Par that is found, as the new Standard is to the Par sought for.

## The Par between Lisbon and Amsterdam for the Gold Coin.

By an Ordinance of Monf. the Count de Daun, it is seen, that the old Louidor of France weighed at Milan 5 Pennyweights and 12 Grains, and the Cruzado of Lisbon 8 Pennyweights and 18 Grains; 1000 of the said Louidors weighed in Holland 21 Marks 1 Ounce and 15 Engels, or each Louidor 4 Engels  $11\frac{1}{2}$  Azen; according to this Proportion, the Cruzado ought to weigh 6 Engels  $29\frac{1}{2}$  Azen; if the Standard is reckoned, with Sir Isaac Newton, at 21 Carats 7 Grains, as the ancient Pistoles of Spain and France were, *Koophandel van Amsterdam, 2de Deel, Pag. 111 and 831*, there will be found as much pure Gold in  $358\frac{1}{3}$  Cruzados as in 1000 Ducats of Holland; and putting the Ducat at 5 Guilders and 5 Stivers, the Value of a Cruzado will be 14 Guilders 13 Stivers and 1 Denier current Money; and because the Cruzado passes at Lisbon for 4800 Reis, 400 Reis are worth  $48\frac{1}{2}$ d. de Gros current Money, or a little more than  $46\frac{1}{2}$ d. de Gros Bank Money, if the Agio be taken at 5 per Cent. or  $47\frac{1}{2}$ d. de Gros, if the Cruzado weigh 7 Engels, as it is commonly reckoned. This may be done by a yet shorter Method; for by the Ducat it is found, that a Mark of the said Cruzados is worth in Holland 338 Guilders 9 Stivers; and it is said, if 160 Engels are worth 338 Guilders 9 Stivers, how much shall 7 Engels and  $29\frac{1}{2}$  Azen be worth? In a Book printed at Amsterdam, 1630, intitled

titled, Sleutel des Koopmans, Pag. 318, it is said that the Par is  $63 \frac{1}{3} d.$  de Gros.

*A new Method to avoid the great Fractions.*

In calculating the Par, or in making the Comparifon between Coins, great Fractions frequently intervene. As for Example: We have found in  $210 \frac{5}{6}$  English Crowns of 5 Shillings Sterling, as much pure Silver as in  $213 \frac{1}{3}$  French Crowns of 6 Livres, or 1 Crown of 6 Livres has as much fine Silver as  $213 \frac{1}{3}$  of an English one of 5 Shillings, but the working of this with fo great a Fraction being very troublefome, it may be changed for a lefs Fraction that fhall be almoft of the fame Value, which may be expreffed as in the following Problem,

PROBLEM.

A great Fraction being given to find another, whereof the Denominator is lefs than a certain Number given, fo that the Value of the Fraction that has been found, is the neareft that can be to that given.

I change the Fraction given into another whose Numerator is Unity, and I do the fame with the Fraction which is found in the Denominator, and fo on.

I neglect for a Moment the Fractions of Fractions that are found at the End, and by that will be had all familiar Fractions, which are alternatively the one too big and the other too little, as may be feen in the fubfequent Example.

The Fraction given being  $\frac{1}{111}$ , it is demanded which is the Fraction moft like it whose Denominator is lefs than 100.

But as I think our Author's Solution of his Problem is neither fo correct nor clear as it fhould be, I have attempted to make it plainer and more exact, though before I proceed to the Operation, it will be neceffary to premife the following Lemma.

To find a Denominator to a given Numerator which fhall make it the neareft Fraction to a larger Fraction before given, let the firft given Fraction be denoted by  $\frac{n}{d}$ , and the Numerator to the new Fraction be  $a$ , and its Denominator  $x$ , then

we have  $\frac{a}{x} = \frac{n}{d}$  therefore  $nx = ad$  and  $x = \frac{ad}{n}$  which put into Words gives this

Rule.

Multiply the Numerator of the new Fraction into the Denominator of the large one, which then divide by the Numerator of the great Fraction, and you will have the Denominator you fought for your new Numerator: Now in Regard to the Problem, firft find the Fraction whose Numerator is Unity, that fhall be

equal to  $\frac{1}{111}$ , which by the foregoing Lemma will be expreffed  $\frac{1}{1 \times \frac{111}{1}} = \frac{1}{111}$

if now you reject from the Denominator, the Fraction of Fractions, there is the neareft (though too great) to  $\frac{1}{111}$  when the Denominator muft not exceed 4. But as the Problem admits an higher one, we repeat the Operation, thus

$\frac{1}{2 \frac{1}{212.2}}$  where you only fubftitute for  $\frac{1}{111}$  its Value altered by the faid

Lemma to  $\frac{1}{2 \frac{1}{212.2}}$  and rejecting  $\frac{1}{212.2}$  we have  $\frac{1}{2 \frac{1}{2}} = \frac{2}{5}$  which is too great, but the neareft of any whose Denominator does not exceed 50, to the given Fraction; but the Work may be by the Condition of the Problem repeated again

$\frac{2}{5 \frac{1}{25.5}}$  and for  $\frac{1}{111}$  writing  $\frac{2}{5}$  found as before, we have  $\frac{2}{5 \frac{1}{25.5}}$  from

which leaving out  $\frac{2}{5}$ , there is  $\frac{2}{5 \frac{1}{25.5}} = \frac{2}{5 \frac{1}{25.5}} = \frac{20}{51}$  which is too big, though it

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is the Fraction sought: for if the Work be again repeated, you will have a Denominator which shall be 817.

N. B. It appears by Inspection that the higher the Denominator is, the near you approach to the Truth, for there is less omitted in the Denominator, so at last the Work would converge into the given Fraction.

Note also, that by the said Lemma you may find a Fraction of a given Denominator, which shall be nearest equal to a higher given Fraction; and as this is of a peculiar Use in fractional Works, I shall give the Rule it may be performed by.

Multiply the new Denominator into the Numerator of the first given Fraction, then divide by the great Denominator, and rejecting the Remainder as inconsiderable, your Quotient shall be your new Numerator. By this you may prove the foregoing Work, for if you chuse a Denominator 51 and would find a Numerator to make it nearest to  $\frac{11}{117}$ , then  $\frac{51 \times 3147}{7793}$  gives 20, as before found.

## A Comparison of some COINS.

## Of SILVER.

London	Amsterdam.	If reduced	will be found	If reduced	will be found
20 Crowns of 5 Shill. Ster. worth 19 Pieces of 3 Gull.	100l. Str.	less $\frac{1}{2}$ Sti.	1000 Gull. more $\frac{1}{2}$ Shil. Str.		
Paris	Amsterdam.	Crowns.	Dutch Mon.	French Mon.	
16 Crowns of 6 Liv. worth 13 Pieces of 3 Gull.	1000 of 3 Liv. less 5 $\frac{1}{2}$ Sti.	1000 Gull.	more 8 $\frac{1}{2}$ Sols.		
Or 337 Cro. of 6 Liv. worth 316 Pieces of 3 Gull.	1000 of 3 Liv. less 1 $\frac{1}{2}$ Dca.	1000 Gull.	more $\frac{3}{4}$ Sols.		
Paris	London	Crowns.	English Mon.	French Mon.	
76 Cro. of 6 Liv. worth 75 Cro. of 5 Shill. Str.	1000 of 3 Liv.	more 3 $\frac{1}{2}$ d. Sti.	100l. Str less 5 $\frac{1}{2}$ Sols		

## Of GOLD.

London	Amsterdam.	If reduced	will be found	If reduced	will be found
93 Guineas,	worth 106 Ducats	100l. St.	more 4 Den.	1000 Gull.	less $\frac{1}{2}$ St.
Paris	Amsterdam.	Crowns	Dutch Mon.	French Mon.	
14 Louisdors,	worth 30 Ducats	1000 of 3 livr.	more 3 $\frac{1}{2}$ Sti.	1000 Gull.	less 5 $\frac{1}{2}$ Sols.
London	Paris.	French Mon.	Crowns	English Mon.	
30 Guineas,	worth 31 Louisdors	100l. St.	less 21 $\frac{1}{2}$ Sols	1000 of 3 Liv.	more 1 $\frac{1}{2}$ St.

Though Mr. Ricard has not explained the foregoing Tables, I have judged it necessary to do it, that they may thereby be rendered useful.

In the first Line, the 20 English Crowns are not worth quite 57 Guilders, therefore at that Rate 100l. Sterling must produce less than it would have done had the 100 Shillings and 57 Guilders been exactly equal, and for the same Reason must make something more Sterling Money; and to calculate the Deficiency of the Guilders, first find what Part of a Guilder  $\frac{1}{2}$  of a Stiver is, which is easily discovered to be  $\frac{1}{2}$  of  $\frac{1}{16}$ , or  $\frac{1}{32}$ , or  $\frac{1}{64}$ , and then the Stating will be,

As 100l. —  $\frac{1}{32}$  — 5l.

Or as 20l. —  $\frac{1}{32}$  — 1l. to  $\frac{1}{32}$ .

Therefore the Guilders are only 56  $\frac{1}{32}$ . And by the same Reasoning, the true Differences of the 2d Line in the first, and of the third Line in the second Table may be discovered; but the others being of a different Nature; the Method for them may be demonstrated by the third Line in the first Table, where 76 French Crowns of 6 Livres are worth a little more than 375l. Sterling; therefore 100l. Ster. must accordingly make the French Money less, and to find the real Value of 456 Livres in Shillings Sterling, say,

Fr. Cro.	d.	Fr. Cro.
As 1000 of 3 Liv.	— $3\frac{1}{2}$ or $\frac{11}{4}$ of a Shill.	— 76 of 6 Livres to the Sum sought.
3		6
3)3000		3)456
8)1000		8)152
125		19

Then  $\frac{13 \times 19}{125 \times 48} = \frac{247}{6000}$  which must be added to 375 Shillings to make the true Value of 456 Livres.

*A Comparison between fine Gold and Silver.*

I shall not treat here of the Comparison made between Gold and Silver by the ancient *Greeks* and *Romans*, but commence my Account of it much nearer our own Times. *Agricola* \* says that a hundred Years before he wrote, or about 1440, one Part of pure Gold was given in *Germany* for thirteen similar Parts of pure Silver †. In the Year 1457, it was regarded as a settled Price, that had, notwithstanding the several Alterations in the Coins, subsisted for some Time; the giving 84 Pennings of *Landberg* Money for a Guilder of the *Rhine* ‡, 100 of these Pennings weighing a Mark of *Erfurt*, the Standard was  $2\frac{1}{2}$  Pennyweights §; if the Mark of *Nuremberg* weighed at that Time 152 Engels ‖, the Mark of *Erfurt* would be about 149 Engels that Weight ¶, or the Guilder of the *Rhine*  $23\frac{1}{4}$  of fine Silver. In the Year 1461, the Mark of Silver at *Erfurt* contained  $7\frac{1}{4}$  *Rhenish* Guilders ‡, or the Value of the said Guilder a little less than  $21\frac{1}{4}$  Engels pure Silver. In the Year 1528, a Mark of fine Gold of *Nuremberg* was worth 95 Guilders of the *Rhine*, and a Mark of fine Silver a little more than 8  $\frac{1}{2}$  Guilders of the *Rhine* called golden Ones not coined ‡; so that 11 Marks of pure Silver were worth one Mark of pure Gold. In the golden Guilder of the *Rhine* there were  $2\frac{1}{2}$  Engels that Weight, of fine Gold †, or the Guilder of the *Rhine* at that Time was esteemed as  $1\frac{1}{4}$  Ounce of pure Silver; from that Time to the present, the Price of Gold in Regard to that of Silver is augmented in these Parts, about ‡: An Author asserts, that in 1390, Gold, in Respect to Silver, had four Times less Value than in 1687 ‡, but the Error proceeded from this, that he made no Difference between the present *Holland* Guilder and the ancient one of the *Rhine*.

In 1717, the coined Silver in *England* was on such a Footing, that  $15\frac{1}{4}$  Marks of pure Silver was of the same Value with a Mark of pure Gold; in *France* 15 Marks of fine Silver was reckoned as a Mark of fine Gold; in *Holland*  $14\frac{1}{2}$  Marks; in the *East-Indies*, in some Places, 12 Marks; as in the Kingdom of *Siam* in 1688. *Description du dit Royaume par M. de la Loubere*, P. 221, *Amst.* 1770. And in *China* and *Japan* about 10 Marks. Supposing the Value of Silver to be settled, that of Gold it is seen was greater in *England* than elsewhere; Strangers made their Payments in that Metal; but because Silver was more valuable abroad, the *English* sent their's to Foreigners; and for this Reason the Silver Coin became so scarce at Home, as to occasion the diminishing the Value of the Guinea, by lowering it to 21 Shillings, as has been before observed; for by Trade, Gold and Silver would naturally pass from those Countries where their Value was less, to them where it was higher.

In 1000 *Dutch* Ducats there are 334 Carats  $9\frac{1}{2}$  Grains of pure Gold, and if these are worth 5250 Guilders, how much shall 24 Carats be worth? and the Answer will be 367 Guilders and 7 Stivers, the Value of a Mark of pure Gold in Coin. We have before found by the *Dutch* 3 Guilder Pieces that a Mark of 11 Pennyweights pure is worth 23 Guilders and 7 Stivers current Money; and the Mark of fine

\* *Dan. Angelocra. doctri. de ponder. Monet. Cap. 2. Pag. 28 and 29 Francf. A. 1628.* † *Id. de pretio Metallorum, P. 29.* ‡ *Hartung: Kammermeisteri Annales Erfurtenses col. 1223. Vide Makenii Scriptor. Rerum German. Tome 3. Lipsi. A. 1730.* § *Id. Col. 1185.* ‖ *Angelocra. P. de pretio Metal, Pag. 47.* ¶ *Id. Pag. 46, ex Agricol.* ‡ *Annal. Erfurt. Col. 1231.* ‡ *Angelocrat. P. 65, ex Biblii. Pirckheim.* ‡ *Estimatio pretiorum Nummorum.* ‡ *Angelocra. ex Agricol. & Dirckh. P. 34 and 65.* ‡ *Sinnus de Urin Groot. Historisch Magazine, Pag. 280, Amst. P. 1688.*

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12 Deniers.

Silver has been found worth a little less than 25 Guilders and 9  $\frac{1}{2}$  Stivers. In the same Manner it is said, if 21  $\frac{1}{2}$  Carats of pure Gold are esteemed in France at 720 Livres, how much shall 24 Carats be worth? and, if 11 Pennyweights of fine Silver are worth 49  $\frac{1}{2}$  Livres, how much shall 12 Pennyweights be worth? By Division it will be found as follows; supposing that in the English Silver Coin there had been no Alteration made since 1717.

In  $\left\{ \begin{array}{l} \text{England 15 Marks 1 Ounce } 13 \frac{1}{2} \text{ Engels,} \\ \text{France 14 Marks 5 Ounces } 13 \frac{1}{2} \text{ Engels,} \\ \text{Holland 14 Marks 6 Ounces 4 Engels,} \end{array} \right\}$  fine Silver for 1 Mark of fine Gold.

From whence it is seen that Mr. *Dernis*, Page 2, and Mr. *Wiertz* are not exact, because they say, that the Proportion between pure Gold and Silver in *Holland* is fixed at 14  $\frac{1}{2}$ ; and it is also found in this last-mentioned Author, Pag. 491, that the Mark of fine Gold is fixed in *Holland* at 355 Guilders current Money, which is very true, but if the Value of a Ducat is taken to be 5 Guilders 5 Stivers, as it commonly passes, there is an Agio of 6 per Cent. in the Specie of Ducats; I know very well that these rise and fall a Trifle; but the Agio on Gold must not be neglected, otherwise the Ducat is never worth above 4 Guilders 19 Stivers.

This I think sufficient to give an Idea of the Par of Monies, and I shall finish it with an Instance of an arithmetical Question abbreviated, concerning *Spanish Wool*; as it is something curious, and may be instructive.

It is known to all concerned in that Trade, that the Wools of *Germany* and *Poland* are sold at *Amsterdam* with an Allowance of fifteen Months' Discount, and one per Cent. for prompt Payment; for which the Merchants deduct exactly a Tenth; and for those of *Spain* 24 lb. are always allowed for Tare on 175 lb. besides a Deduction of twenty-one Months' Discount, and one per Cent. for prompt Payment; and in Order to investigate a shorter Method for calculating these Abatements on the *Spanish Wools* than has hitherto been practised, without neglecting the Fraction which is often found in the Tare, our Author, Mr. *Samuel Ricard*, invented the following Rule.

#### Rule.

1st. Multiply the Pounds by the Price, and from the Product subtract a quarter Part, and the Remainder will be expressed by *A*.

2d. Take 1 per Mil. from *A*. and the 10th must be deducted; the Remainder will be *B*. The Difference of *A. B.* will be the Sum sought for, which will surpass the true Answer upon 11000 Guilders about half a Stiver.

3d. To correct this, there must be taken away from the Guilders of *B.  $\frac{1}{2}$* . and subtract as many Deniers as there are of Guilders for the Remainder, and it will come to about 1  $\frac{1}{2}$  Denier too little on 1,000,000 Guilders' Worth of Wool.

#### Example.

It is demanded how much ought to be paid for some Bales of Wool, which weigh, after the Tare marked on the Bales is deducted, 9975 lb. Tare 24 lb. on 175 lb. and each lb. at 31  $\frac{1}{2}$  Stivers, with twenty-one Months' Discount, and one per Cent. for prompt Payment? The Answer is 11,772 Guilders, 6 Stivers, and 12 Deniers.

#### Solution



## Solution.

9975	Guild. 11 : 15 : 10	A. Guild. 11782 : 10 : 6
29925	11 : 3 : 9	B. Guild. 10 : 12 : 1
4987 : 8		
210)314212 : 8	B. Guild. 10 : 12 : 1	Guild. 11772 : 7 : 5
		Correction : 19
Guild. 15710 : 12 : 8		Answer. Guild. 11772 : 6 : 12
3927 : 13 : 2		
A. Guild. 11782 : 19 : 6		
20		
151659		
16		
101550		

## Of Arbitrations of Exchange.

Monf. De la  
Port, Science  
des Negocians.  
Sam. Ricard,  
Traité gen. de  
Commerce.  
J. Laro. P.  
545.  
Monf. de  
Macousteguy  
Traité des  
Arbitrages.  
Mr. J. P. Ri-  
card, le Né-  
gocié d'Amster-  
dam, P. 640.

**A**RBITRATION, a Construction of the *French Word Arbitrage*, in Exchanges, has been variously defined by the several Authors who have treated of it.

One says it is a Combination or Conjunction made of many Exchanges, to find out what Place is the most advantageous to remit or draw on.

Another describes it, by saying it is only the Foresight of a considerable Advantage which a Merchant shall receive from a Remittance or Draught, made on one Place preferably to another.

A third construes it to be a Truck which two Bankers mutually make of their Bills upon different Parts, at a conditional Price and Course of Exchange.

According to a fourth, it is the Negotiation of a Sum in Exchange, once or oftener repeated, on which a Person does not determine till after having examined by several Rules, which Method will turn best to Account.

And though these several Distinctions are couched in different Terms, they seem, if rightly considered, to have the same Meaning, whereof some may be counted the Text on which the others serve as Comments or Expositions.

Before any Person applies himself to the Study of this Subject, it is necessary that he should be well skilled in all the practical Operations, in Regard to the reducing of the Sterling Money of *England* into the foreign Monies of Exchange, and of Account of all Places of *Europe*, according to the direct Courses of Exchange established for these Purposes, and *vice versa*.

Also, that he should be acquainted with the Methods of converting Sterling Money into the Monies of Exchange, and of Account, of all other Places of Commerce, wherewith *England* has no direct established Courses of Exchange, but is under the Necessity of making Use of the intermediate Exchange of other Places : Together with the Nature of the *Agios*, and the Manner of converting their Bank Monies into Current, and the Reverse.

That he should be able to calculate the Par of all foreign Monies throughout *Europe* with those of every distinct Country, either according to the direct, or intermediate Exchange, which makes a much greater Variety of Cases, than those who are not thoroughly acquainted with this extensive Subject can imagine.

It is necessary likewise, as a preliminary to the Practice of Arbitration of Exchanges, to know the intrinsic Value of foreign Coins, according to the most accurate *Affays* which have been made for that Purpose.

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Finally, it is requisite to understand the general natural Causes of the Rise and Fall of the Courses of Exchange between Nation and Nation, or between one trading City and another in the same Nation.

Arbitrations are divided by the Writers on them into Simple and Compound, of which I shall succinctly give some Examples, and endeavour, as plainly as I can, to illustrate such Rules for their Operation as may render it easy both to the Apprehension and Performance; my Predecessors having consigned me this Task by unanimously leaving the Solution of their Questions too much in the Dark to be comprehended by most of their Readers, as they have contented themselves with replying to the Queries, without shewing their Method of performing, and have thereby rendered abortive their pretended Design of conveying Instruction; which could no otherwise be done than by a Delivery of their Ideas and Conceptions in such a Manner as might leave them open, and easy to be followed and practised.

A Simple, or Single, *Arbitration*, is to be wrought by the Direct, or Inverted, Rule of Three; and to distinguish which of these Rules is to be used in working any Question relative thereto, it must be observed:

1. That an Arbitration must be cyphered by the direct Rule of Three when the *first* Term of Stating is more than the *third*, and that the Quotient is less than the middle Term. And,

2. This Rule must be used when the *first* Term is less than the *third*, and the Quotient is more than the middle one.

And the two following Remarks will shew when the Indirect, or Inverted Rule, is to be followed.

1st. The Question must be worked by the Inverted Rule of Three when the *first* Term is less than the *third*, and the Quotient less than the middle Number.

2d. The Operation must be by this Rule, when the *first* Term is more than the *third*, and the Quotient more than the middle Term.

And whether the Arbitrations be simple or compound, a Price of Exchange must always be supposed, when a Reimbursement is ordered on any other Place than that from whence it is directed.

Whatever Number of Figures enter into a compound Arbitration Question, the first and last must be of the same Species, and the Rules must be commenced by the Species fought for.

These Maxims being well understood, and applied to the Examples, will facilitate the Operation of the Rules of Arbitration to those who pay any Attention to them.

And as the Use of some Characters instead of Words will considerably abbreviate the Work in the Solution of the subsequent Examples, I have employed them to this Purpose, and shall here explain them once for all.

$\times$  signifies multiplied by, as  $10 \times 54$ , is 10 multiplied by 54.

A Number above a Line, with another under it, specifies that the uppermost must be divided by that beneath, or the Numerator by the Denominator, from whence  $\frac{24 \times 67 \times 19}{15 \times 28 \times 12}$  signifies, that 24 multiplied by 67, multiplied by 19, must

be divided by 15 multiplied by 28, multiplied by 12; and  $\frac{54}{234 \frac{111}{777}}$  denotes, that 54 is to be divided by 234, increased by  $\frac{111}{777}$ .

$=$  signifies, equal to, as  $10 = 5 \times 2 = 8 \times \frac{5}{4}$ .

This premised, I proceed to my proposed

#### FIRST EXAMPLE.

A. of Lyons orders B. of Cadix to draw upon him at 76 Sols per Dollar, provided at the same Time he can remit him on London, at 42d. Sterling also per Dollar, but as B. drew at 75 $\frac{1}{2}$ , it is demanded at what Exchange he may remit on London to complete this Order; and this is answered by the Direct Rule of Three as follows:

6 K

If

Finally

## OF ARBITRATIONS OF EXCHANGE.

If 76 Sols give 42d. Sterling, what shall 75½ Sols give?

$$\begin{array}{r}
 42 \\
 \hline
 150 \\
 300 \\
 21 \\
 \hline
 76)3171(41\frac{1}{4}d. \text{ Ster. Answer.} \\
 304 \\
 \hline
 131 \\
 76 \\
 \hline
 55
 \end{array}$$

## Second EXAMPLE.

A. of Oporto had Orders to draw on Rouen, at 490 Rees per Crown of 60 Sols, provided he could at the same Time remit on Leghorn at 770 Rees per Dollar; but as on Receipt of the said Order he could get no more for his Bill than 488 Rees, it is demanded at what Price he ought to remit on Leghorn, to recompense the said Diminution in his Draughts; which is solved by the Inverted Rule of Three, in the following Manner.

$$\begin{array}{r}
 \text{If } 488 \text{ Rees} \text{---} 770 \text{---} 490 \\
 770 \\
 \hline
 34160 \\
 3416 \\
 \hline
 490)375760(766\frac{2}{3} \text{ or } \frac{4}{3}, \text{ the Answer.} \\
 343 \\
 \hline
 327 \\
 294 \\
 \hline
 336 \\
 294 \\
 \hline
 42
 \end{array}$$

## Third EXAMPLE.

To be answered by the Double Rule of Three.

A. of Amsterdam orders his Friend at Madrid to remit him upon Lyons, at 64 Sols Tournois for new Dollar of 340 Maravadis, and to draw upon him at 100d. de Gros per Ducat of 375 Maravadis. It is demanded at what Price the Exchange turns out to him between Amsterdam and Lyons.

The common Way of Working it.

$$\begin{array}{r}
 64 \text{ Sols} \text{---} 340 \text{ Marav.} \\
 375 \text{ Marav.} \text{---} 100d. \text{---} 60 \text{ S.} \\
 \hline
 320 \qquad 34000 \\
 448 \qquad 60 \\
 192 \\
 \hline
 24000 \qquad 2040000 \\
 \text{Dv for.} \qquad \text{Dividend, therefore } \frac{2040000}{24000} = 85 = \text{Groots.}
 \end{array}$$

And

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And the most compendious Method by abridging the Numbers I shall thus shew.

If  $\left. \begin{matrix} 64 \\ 374 \end{matrix} \right\}$  are equal to  $\left\{ \begin{matrix} 340 \text{ Mar.} \\ 100 \text{ Groots} \end{matrix} \right\} \left\{ \begin{matrix} 16 \text{ Sols} \\ 15 \text{ Mar} \end{matrix} \right\}$  must be equal to  $\left\{ \begin{matrix} 85 \text{ Maravadis.} \\ 4 \text{ Groots, then} \end{matrix} \right\}$   
 Quere 60 Sols as before. But to reduce the Work lower still, it appears that you may divide a Member on each Side of the last Equation by 4. and another on each Side also by 5, therefore feu will have 4 Sols 17 Mar.

$\frac{3}{4}$  Mar. 1 Groot, wher  
 4 multiplied by 3 is in the same Ratio, or Proportion, to  $17 \times 1$  or 17; as  $64 \times 375$  is to  $340 \times 100$ . But as the Answer was found by multiplying 60 into the last Ratio (or  $\frac{340 \times 100}{64 \times 375}$ ) so it may be likewise had by multiplying the 60 into the foregoing Ratio, viz.  $\frac{17}{12}$  whence we have the Work brought into this small Com-

pafs  $\frac{60 \times 17}{12}$ , which may be yet more contracted, as 60 and 12 are commenfurable

by 6, and will become  $\frac{10 \times 17}{2} = 85$ , the same as before. This well observed fully explains the Method for contracting the most extensive compound Arbitrations, as well as these simple ones. The Manner of stating the compound ones I shall give in another Place.

## Fourth EXAMPLE.

B. of Amsterdam gives an Order to E. at Cadix, to remit on Hamburg at 124 Gros Lubs for 1 Ducat of 375 Maravadis, and to draw for him at 126 Groots de Gros for the said Ducat. It is demanded at what Price the Exchange will be between Amsterdam and Hamburg? Answer at  $32\frac{1}{4}$  Stivers per Daalder of 32s. Lubs.

For  $\frac{31}{114}$  Gros Lubs = 1 Ducat.  
 1 Ducat = 126 Groots of Amsterdam —  $\frac{8}{1}$  Lubs.

31)1008( $32\frac{1}{4}$  Answer.

93

78

62

16

The four preceding Examples may suffice to shew the different Methods of Working by the Direct, Inverted, and Double Rule of Three; but those that follow being more complex, and their Operations more difficult to be reduced into as small a Cyphering as what has been just now done, and the common Practice shews, I have borrowed the Assistance of the following Tables from Mr. Samuel Richard, as he did the Principles of them from another, of which he himself gives the subsequent Account.

"It is some Years since, that Monsieur John Henry Lafkosky delivered a Memorial into the late Duke of Orleans's Hands, then Regent of France, succeeded by a Second, presented by the Marquis de Grancey; in both which he offered to communicate to the Publick a very short and useful Method for calculating of Arbitrations, which he termed *The principa' Part of Arithmetick*; provided his Royal Highness would be pleased to appoint him Secretary to the

" Council

of 60 Sols,  
 per Dollar;  
 ill than 488  
 , to recom-  
 inverted Rule

Lyon, at 64  
 him at 100d.  
 Price the Ex-

= Groots.

And

" Council of Trade. In the mean Time, he kept the Demonstration of his Pro-  
 " blem a Secret, though with Offers to disclose it, if the Regent would conde-  
 " scend to grant him a private Audience. In the first Memorial there was a  
 " Fragment of three Tables for the Exchanges, between *France, Spain, and*  
 " *Holland*; and in the second there was also a Part of three other Tables, for the  
 " Exchanges of *Genoa, Lyons, and Venice*; but whether a Want of Friends or  
 " other Reasons impeded his Success, he never was able to obtain his Request.  
 " The Copy of these Memorials is fallen into our Hands, and we have disco-  
 " vered the true Foundation, not very difficult to be found out: I observe in this  
 " Method, 1<sup>st</sup>, That the Author from the over Care he took to hide the Origin  
 " of his Tables, fell into an Inconvenience, that induced him to alter or change  
 " his own Rule. 2<sup>dly</sup>, That it requires more Tables, and these greatly extended,  
 " to suffice for Use on the principal Places of Exchange. 3<sup>dly</sup>, If any one would  
 " calculate with Exactness, he cannot expect Profit and Loss in the same Table,  
 " and to remedy these Defects, we have composed the following Tables, which  
 " may serve for all Parts, that can be proposed, if the Trouble is only taken to  
 " put them into the Table Number IV. which is no ways difficult to be effected;  
 " and not to make a Secret of this Projection, we have placed the Numbers  
 " so clearly, that a Mathematician will immediately perceive the Source.  
 " Our Manner then is such, that all Persons may do it, without over much  
 " Attention, provided they are Masters only of the first four Rules of Arith-  
 " metick, and it will even suffice that they know Addition and Subtraction in  
 " entire Numbers. If any one is desirous of extending or making the Table  
 " Number I. greater, it is only necessary for him that makes the Calculation  
 " to have a Knowledge of the Coins used in Exchanges."

*A Rule for what is received, and for what is given.*

If the Money of the Place remitted to is fixed, and the Exchange varies in  
 that from whence the Remittance is made, then it must be written *given*; as for Ex-  
 ample, a Merchant at *Amsterdam* remits on *London, Paris, Cadiz, &c.* in which  
 three last Places, the Coin is fixed, with Respect to the first; but if the Specie  
 of the Place remitting is fixed, and that the Exchange of those, where the Re-  
 mittance is made to, rises and falls, as from *Amsterdam* on *Dantzick, Coting-  
 bergb, &c.* it ought to be written *received*.

TABLE

33. Oct. 2466	
1	2472
2	2488
3	2499
4	2510
5	2520
6	2531
7	2542
8	2553
9	2564
10	2574



# OF ARBITRATIONS OF EXCHANGE.

497

TABLE I.

25	460	514	554	597	64	4551	4508	4585	4601	103	5017	5028	5038	5047
26	519	569	721	763	65	4618	4635	4641	4668	104	5055	5070	5080	5091
27	803	843	880	923	66	4684	4701	4717	4734	105	5091	5111	5123	5134
28	901	999	1037	1075	67	4750	4766	4782	4798	106	5144	5152	5161	5173
29	1112	1150	1187	1224	68	4814	4830	4846	4863	107	5178	5193	5203	5213
30	1260	1296	1332	1367	69	4877	4893	4909	4924	108	5221	5233	5243	5253
31	1403	1437	1472	1506	70	4940	4955	4971	4986	109	5260	5273	5283	5293
32	1540	1574	1608	1641	71	5002	5017	5032	5047	110	5293	5303	5313	5323
33	1674	1707	1739	1773	72	5062	5077	5092	5107	111	5322	5332	5342	5352
34	1804	1836	1867	1899	73	5122	5137	5152	5167	112	5351	5361	5371	5381
35	1930	1961	1991	2022	74	5181	5196	5211	5226	113	5380	5390	5400	5410
36	2052	2082	2112	2142	75	5240	5255	5270	5285	114	5408	5418	5428	5438
37	2171	2200	2229	2258	76	5299	5314	5329	5344	115	5437	5447	5457	5467
38	2287	2315	2344	2372	77	5354	5369	5384	5399	116	5466	5476	5486	5496
39	2400	2428	2456	2484	78	5410	5425	5440	5455	117	5495	5505	5515	5525
40	2510	2537	2564	2591	79	5465	5480	5495	5510	118	5524	5534	5544	5554
41	2617	2644	2670	2696	80	5520	5535	5550	5565	119	5553	5563	5573	5583
42	2721	2747	2773	2798	81	5574	5589	5604	5619	120	5582	5592	5602	5612
43	2824	2849	2874	2899	82	5628	5643	5658	5673	121	5611	5621	5631	5641
44	2924	2948	2972	2997	83	5680	5695	5710	5725	122	5640	5650	5660	5670
45	3021	3045	3069	3093	84	5732	5747	5762	5777	123	5669	5679	5689	5699
46	3117	3140	3164	3187	85	5783	5798	5813	5828	124	5698	5708	5718	5728
47	3210	3233	3256	3279	86	5834	5849	5864	5879	125	5727	5737	5747	5757
48	3301	3324	3346	3369	87	5884	5899	5914	5929	126	5756	5766	5776	5786
49	3391	3413	3435	3457	88	5934	5949	5964	5979	127	5785	5795	5805	5815
50	3479	3500	3522	3543	89	5983	5998	6013	6028	128	5814	5824	5834	5844
51	3565	3586	3607	3628	90	6031	6046	6061	6076	129	5843	5853	5863	5873
52	3649	3670	3691	3711	91	6079	6094	6109	6124	130	5872	5882	5892	5902
53	3732	3752	3773	3793	92	6127	6142	6157	6172	131	5901	5911	5921	5931
54	3813	3833	3853	3873	93	6174	6189	6204	6219	132	5930	5940	5950	5960
55	3893	3912	3932	3951	94	6220	6235	6250	6265	133	5959	5969	5979	5989
56	3971	3990	4009	4028	95	6266	6281	6296	6311	134	5988	5998	6008	6018
57	4048	4067	4086	4105	96	6312	6327	6342	6357	135	6017	6027	6037	6047
58	4123	4142	4161	4179	97	6357	6372	6387	6402	136	6046	6056	6066	6076
59	4198	4216	4234	4252	98	6401	6416	6431	6446	137	6075	6085	6095	6105
60	4270	4289	4307	4324	99	6445	6460	6475	6490	138	6104	6114	6124	6134
61	4342	4360	4378	4395	100	6489	6504	6519	6534	139	6133	6143	6153	6163
62	4413	4430	4448	4465	101	6532	6547	6562	6577	140	6162	6172	6182	6192
63	4482	4500	4517	4534	102	6575	6590	6605	6620	141	6191	6201	6211	6221

TABLE II.

L O N D O N.

35. od.	35. od.	35. od.	35. od.	35. od.	35. od.
1 2477 2482	34. od. 2506 2501	11 2711 2716	10 2824 2829	9 2931 2938	2028
2 2488 2493	1 2606 2612	35. od. 2721 2727	11 2834 2839	10 2943 2948	2938
3 2499 2504	2 2617 2622	1 2732 2737	30. od. 2844 2849	11 2953 2958	2948
4 2510 2515	3 2628 2633	2 2742 2747	1 2854 2859	37. od. 2963 2968	2958
5 2520 2525	4 2638 2643	3 2752 2757	2 2864 2869	1 2973 2977	2968
6 2531 2537	5 2649 2654	4 2762 2767	3 2874 2879	2 2982 2987	2977
7 2542 2547	6 2659 2664	5 2772 2777	4 2884 2889	3 2992 2997	2987
8 2552 2557	7 2669 2675	6 2782 2787	5 2894 2899	4 3002 3007	2997
9 2562 2567	8 2679 2685	7 2792 2797	6 2904 2909	5 3011 3016	3007
10 2572 2577	9 2689 2695	8 2802 2807	7 2914 2919	6 3021 3026	3016

6 L

TABLE

TABLE III.  
HAMBURG.

Shil.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
31	1411	1420	1429	1438	1447	1456	1465	1474	1483	1492	1501	1510	1519	1528	1537	1546	1555	1564	1573	1582
32	1546	1557	1566	1575	1584	1593	1602	1611	1620	1629	1638	1647	1656	1665	1674	1683	1692	1701	1710	1719
33	1682	1691	1700	1709	1718	1727	1736	1745	1754	1763	1772	1781	1790	1799	1808	1817	1826	1835	1844	1853
34	1812	1820	1828	1836	1844	1852	1860	1868	1876	1884	1892	1900	1908	1916	1924	1932	1940	1948	1956	1964
35	1937	1945	1953	1961	1969	1977	1985	1993	2001	2009	2017	2025	2033	2041	2049	2057	2065	2073	2081	2089

TABLE IV.

*Amsterdam, Antwerp, Paris, &c.*

*Amsterdam and Antwerp.* | *Antwerp and Paris.*  
*Amsterdam and Paris.* | Number fixed 6489.

If you take for *Paris, London, Cadiz, or Venice*, this makes no Alteration, and the fixed Number shall be the same.

*Amsterdam, Venice, and Lyons.*

*Amsterdam and Venice.* | *Amsterdam and Lyons.*  
*Venice and Lyons.* | Number fixed 6489.

*Amsterdam, Paris, and Hamburg.*

First Case.

From *Amsterdam* on *Hamburg* and *Paris*.  
From *Hamburg* on *Paris* and *Amsterdam*.  
From *Paris* on *Amsterdam* and *Hamburg*.  
*Amsterdam and Hamburg.* | *Amsterdam and Paris.*  
*Hamburg and Paris.* | Number fixed 1470.

This may serve likewise for *Amsterdam, Hamburg, and Venice*; but you must take half of the Deniers Lubs, which are given at *Hamburg* for a Ducat, and instead of *Paris*, you must read from *Venice*.

Second Case.

From *Amsterdam* on *Paris* and *Hamburg*.  
From *Hamburg* on *Amsterdam* and *Paris*.  
From *Paris* on *Hamburg* and *Amsterdam*.  
*Amsterdam and Paris.* | *Amsterdam and Hamburg.*  
*Paris and Hamburg.* | Number fixed 8250.

*Amsterdam, London, Paris, &c.*

*Amsterdam and London* | Number fixed 291.  
*London and* { *Paris,* | *Paris,*  
                  { *Venice,* | *Venice,*  
                  { *Genoa,* | *Genoa,*  
                  { *Legborn.* | *Legborn.* } and *Amsterdam*.

*Amsterdam, London, and Spain.*

*Amsterdam and London.* | *Amsterdam and Spain.*  
*London and Spain.* | Number fixed 1104.

*Amsterdam,*

*Amsterdam, London, and Lisbon.*

<i>Amsterdam and London.</i>		<i>Amsterdam and Lisbon.</i>
<i>London and Lisbon.</i>		Number fixed 4270.

*Amsterdam, Genoa, and Venice.*

<i>Amsterdam and Genoa.</i>		<i>Venice and Amsterdam.</i>
<i>Genoa and Venice.</i>		Number fixed 6454.

*Amsterdam, Dantzick, and Hamburg.*

<i>Amsterdam and <math>\frac{1}{2}</math> Dantzick.</i>		<i>Dantzick and Hamburg.</i>
<i>Amsterdam and Hamburg.</i>		Number fixed 2510.

*Amsterdam, Lisbon, and Lyons.*

<i>Amsterdam and Lisbon.</i>		<i>Lyons and Amsterdam.</i>
$\frac{1}{2}$ <i>Lisbon and Lyons.</i>		Number fixed 6489.

But if the Change from *Lisbon* on *Lyons* exceed 567 Reis, take  $\frac{1}{2}$  instead of  $\frac{1}{4}$ , and the fixed Number will be 3479.

*Amsterdam, Paris, and Spain.*

<i>Amsterdam and Paris.</i>		<i>Spain and Amsterdam.</i>
$\frac{1}{2}$ <i>from Paris and Spain.</i>		Number fixed 2876.

That is, whatever *French Livres* are given or received for a Pistole of *Spain* must be reduced into Sols, and the quarter Part taken.

There might be chosen many other Places, but to be short, we have taken no more than two particular Cases, which we have in the 7th and 8th Propositions.

*Berlin, Amsterdam, Genoa, Turin, Geneva, Frankfort, and London.*

<i>Berlin and Amsterdam.</i>		<i>Turin and Genoa.</i>
<i>Amsterdam and Genoa.</i>		<i>Geneva and Frankfort.</i>
<i>Turin and Geneva.</i>		<i>London and 10 Times Berlin.</i>
<i>Frankfort and London.</i>		Fixed Number 8193.
Provision.		
Profit.		

*Genoa, Venice, Florence, Leghorn, Novi, Milan, Amsterdam, and London.*

$\frac{1}{2}$ <i>of Leghorn and Novi.</i>		<i>Genoa and Venice.</i>
<i>Milan and Amsterdam.</i>		<i>Venice and Florence.</i>
<i>Amsterdam and London.</i>		<i>Florence and Leghorn.</i>
Provision.		$\frac{1}{2}$ <i>Milan and Novi.</i>
Profit.		Number fixed 9549.

For the Provision at  $\frac{1}{2}$  per Cent. the fixed Number is 14 $\frac{1}{2}$ ; and at  $\frac{1}{4}$  per Cent. 21 $\frac{1}{2}$ .

## OF ARBITRATIONS OF EXCHANGE.

The Profit TABLE V.

per Cent.	1/8	1/4	3/8	1/2	5/8	3/4	7/8	1	1 1/8	1 1/4	1 3/8	1 1/2	1 5/8	1 3/4	1 7/8	2
0	0	4	9	13	17	22	26	30	35	39						
1	43	48	52	56	60	65	69	73	77	82						
2	86	90	95	99	103	107	111	116	120	124						
3	128	133	137	141	145	149	154	158	162	166						
4	170	175	179	183	187	191	195	199	204	208						
5	212	216	220	224	228	233	237	241	245	249						
6	253	257	261	265	269	273	278	282	286	290						
7	294	298	302	306	310	314	318	322	326	330						
8	334	338	342	346	350	354	358	362	366	370						
9	374	378	382	386	390	394	398	402	406	410						
10	414	418	422	426	430	434	438	442	446	450						
11	453	457	461	465	469	473	477	480	484	488						

The Loss TABLE VI.

per Cent.	1/8	1/4	3/8	1/2	5/8	3/4	7/8	1	1 1/8	1 1/4	1 3/8	1 1/2	1 5/8	1 3/4	1 7/8	2
0	0	4	9	13	17	22	26	30	35	39						
1	44	48	52	57	61	66	70	74	79	83						
2	88	92	97	101	106	110	114	119	123	128						
3	132	137	141	146	150	155	159	164	168	173						
4	177	182	186	191	195	200	205	209	214	218						
5	223	227	232	237	241	246	251	255	260	264						
6	269	273	278	283	287	292	297	301	306	311						
7	315	320	325	329	334	339	344	348	353	357						
8	362	367	372	376	381	386	391	395	400	405						
9	410	414	419	424	429	434	439	443	448	453						
10	458	462	467	472	477	482	487	491	496	501						
11	506	511	516	521	526	531	535	540	545	550						

## An Explanation of the Tables.

N<sup>o</sup>. II. is for *London*; N<sup>o</sup>. III. is for *Hamburg*; if the Exchange is found in the 8ths and 16ths: N<sup>o</sup>. I. is for all other Places; and for *Hamburg* when the Exchange is in Shillings,  $\frac{1}{4}$  Shillings, and  $\frac{1}{8}$  Shillings, N<sup>o</sup>. IV. serves to the Numbers that must be added together, viz. all those that are found on the same Side.

The 5th and 6th are for Profit and Loss. If it is found that the Sum of the Addition of the Side in which to find that given is less than the other Sum of the Side where what is received is, it must be fought for in the Table of Profit, N<sup>o</sup>. V. and when there is a Loss, in that of N<sup>o</sup>. VI. And that the Use which may be made of these Tables may the easier be comprehended, I shall here add some Examples.

## First EXAMPLE.

*A.* of *Amsterdam* remits on *London* to *B.* at 34s. 5 $\frac{1}{4}$  Groots, what *B.* remits for the Account of *A.* to *Cadiz* at 49 $\frac{1}{4}$ d. Sterling per Dollar. If the Merchant at *Cadiz* remits the Produce on *Amsterdam* at 121 $\frac{1}{4}$  Grts. of *Holland* per Ducat of 375 Maravedis; it is demanded how much *A.* hath gained or lost exclusive of the Charges.

## Solution by the Tables.

He gives  
34s. 5 $\frac{1}{4}$  Grts. 2654  
49 $\frac{1}{4}$ d. 3457  
Fixed Number 1104  

---

7215

He receives  
121 $\frac{1}{4}$  7335  
7215  

---

120  
2 $\frac{1}{4}$  per Cent. gained.

## The Operation.

d.  
If 49 $\frac{1}{4}$   
Mar.  
If 375  
Maravedis.  
272  
121 $\frac{1}{4}$  Grts.  
2  

---

243  
2  

---

261120

d.  
240 will give 1312 $\frac{1}{4}$  Maravedis.  
1312 $\frac{1}{4}$   
199  

---

11810  
11821  
1312  

---

261120  
199

Now

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Now the 2d and 3d Terms multiplied, and divided by the first in the Order they now stand, will be expressed as follows :

$$\frac{243 \times 261120}{2 \times 199 \times 375}, \text{ which gives } 425 \text{ Groots.}$$

Now the Difference between 34r. 5 Gts.  $\frac{1}{2}$  and 425 Gts. is  $11 \frac{1}{2}$  Gts. therefore  $\frac{11 \frac{1}{2} \text{ Gts.}}{34r. 5 \frac{1}{2} \text{ Gts.}} \times 100 = \frac{23}{827} \times 100 = 2 \frac{8}{10}$  nearly.

By the Double Rule of three

d.	M.	d.	Groots.	Mar.
49 $\frac{1}{2}$	375	240	121 $\frac{1}{2}$	272
4			2	
199			243	
4			2	

You may now express the last three Terms divided by the first two, thus,  $\frac{240 \times 243 \times 272 \times 4}{199 \times 375 \times 2} = 425$ , as before.

Second EXAMPLE.

A. of Amsterdam remits to B. of Dantzick, at 276 Grofs of Poland, for one Livre of Grofs, the which B. remits on Hamburg at  $115 \frac{1}{2}$  Grofs for 48 Shillings Lubs; if Hamburg remits what it amounts to, to A, at  $33 \frac{1}{2}$  Stivres per Daalder of two Marks Lubs: it is demanded how much per Cent. A. has gained or lost, omitting the Charges.

Solution by the Tables.

A. gives $115 \frac{1}{2}$	7115	A. receives	
Nº. fixed 2510		$\frac{1}{2}$ 276 is 138	7888
		33 $\frac{1}{2}$	1699
	9625		
	9587		9587

39 or  $\frac{1}{2}$  per Cent.

By the Rule of Three:

Grofs	Shillings Lubs	Grofs
If $115 \frac{1}{2}$	48	276 will give $114 \frac{1}{2}$ , then
Shil. Lubs	Sti. of Amsterd.	S. Lubs
If 32	33 $\frac{1}{2}$	$114 \frac{1}{2}$

This ordered according to the foregoing Example will produce  $118 \frac{9}{10}$  Stivres, which taken from the 120 Stivres first given, there remains  $1 \frac{1}{10}$  Stivres, therefore

S. S. S.  
as 120 —  $1 \frac{1}{10}$  — 100 to  $\frac{1}{10}$ , the Loss per Cent.

By the Double Rule of Three.

Grofs	S. L.	Grofs	Stivres of Amsterd.	S. L.
$115 \frac{1}{2}$	32	276	33 $\frac{1}{2}$	48

The fractional Terms being reduced into improper Fractions, as these in the first Example, the Operation then will be entirely similar to the last in the said Example, and gives  $118 \frac{9}{10}$  Stivres, as before.

6 M

Third

Now



## Third EXAMPLE.

Two Persons *A.* and *B.* at *Paris*, have Occasion for Money at *Cádiz*; *A.* remits directly, and gives 18 Livres 3 Sols *per Spanish* Pistole; *B.* chuses the Way of *Holland*, and orders to be remitted him from *Amsterdam* at 121  $\frac{1}{2}$  Groots for a Ducat of 375 Maravedis; *Amsterdam* reckons  $\frac{1}{2}$  per Cent. Charges, and draws for his Reimbursement at the Rate of 56  $\frac{1}{2}$  Groots *per French* Crown of 60 Sols; it is demanded which of the two Methods proved most advantageous.

Answer; his who remitted directly.

## Operation by the Tables.

<i>A.</i> gave 56 $\frac{1}{2}$	3990	<i>B.</i> gave 121 $\frac{1}{2}$ Groots	7326
$\frac{1}{2}$ of 36 Sols is 90 $\frac{1}{2}$	6067	$\frac{1}{2}$ per Cent.	22
		Fixed Number	2876
	10057		
			10224
			10057
		Seek in Number VI.	167
			3 $\frac{1}{2}$ per Cent.

## Otherwise,

By reflecting on the Nature of the Question, it appears, that what *Amsterdam* reckons for Charges may be considered to increase the Number of Sols so much more than *B.* would otherwise have paid for the 375 Maravedis; therefore first say, if 100 —  $\frac{1}{2}$  — 60, or if 10 —  $\frac{1}{2}$  — 6, or if 5 —  $\frac{1}{2}$  — 3 must give  $\frac{1}{2}$ , which *B.* must pay at *Amsterdam* for his Charges for every 60 Sols in the Value of the 375 Maravedis. But instead of finding the Sols *B.* must pay, excluding the Charges, and then computing the Charges, and adding them to the Sols last found for *B.*'s whole Payment, you may by Parity of Reason say,

Groots	Sols	Groots
As 56 $\frac{1}{2}$ —————	60 $\frac{1}{2}$ —————	121 $\frac{1}{2}$ to 129 $\frac{1}{2}$ Sols paid by <i>B.</i>
for a Ducat.	Lastly, to compare whether <i>A.</i> or <i>B.</i> has succeeded best, say,	
£. s.	the Maravedis in a Pistole	Sols
If 18 — 3 —————	1088 —————	129 $\frac{1}{2}$ will give 387

Maravedis, which *B.* would have got instead of 375, had he changed as *A.* did; therefore it is manifest, that in receiving only 375 he had less than *A.* for the same Sum of *Paris* Money by 14 Maravedis; and to make a Calculate *per Cent.* it will

Mar.	Mar.
be as 375 —————	to 14 ————— 100 to 31 $\frac{1}{2}$ , the Answer.

## Fourth EXAMPLE.

A Merchant of *Hamburg* orders us to draw for his Account on *Dantzick*, at 270 Groots of *Poland* for 1 Livre de Groots, and to remit the Amount on *London* at 35 Schillings *per* Pound Sterling, or at other Rates which may be more advantageous for him, provided he can draw on *Dantzick* at 261 Groots of *Poland*; it is demanded at how much he ought to remit to follow the last Order? Answer, at 36 Schillings 2  $\frac{1}{2}$  Groots.

Solution

*Solution by the Tables.*

Take the Half of the Grofs of *Poland* according to the Order, and the Exchange will be 135 and  $130\frac{1}{2}$

Order  $\left\{ \begin{array}{l} 135 \\ 35 \end{array} \right.$  7793  
Schil. 2721

$\frac{10514}{130\frac{1}{2} 7645}$

2869 this must be sought for in the Table for *London*; and the Schillings and Groots of Grofs, which correspond with this Number will be found to be 36 Schillings  $2\frac{1}{2}$  Groots.

*By the Rule of Three*

In this Question it is obvious that as the Grofs of *Poland* given for a Livre de Grofs decrease, the Schillings given for a Pound Sterling must proportionably increase, to follow the Condition of the last Order; hence the Question is an inverted one in the Rule of Three, and thus stated.

Grofs of *Poland*      Schillings      Grofs of *Poland*  
If 270 ————— 35      261, wherefore

$\frac{270 \times 35}{261}$  gives 36 Schillings, and the Remainder multiplied by 12 for Groots, and the next by 2, for half Groots, at each Time dividing by 261, brings out  $2\frac{1}{2}$  Groots nearly.

## Fifth EXAMPLE.

There is an Order to *A.* of *Amsterdam* to draw on *Paris* at  $53\frac{1}{2}$  Groots per Crown, and remit on *London* at 34 Schillings 1 Groot per Pound Sterling, or at other Prices which might be as profitable to him who gave the Order. If they can draw at  $56\frac{1}{2}$  and remit at 34 Schillings  $7\frac{1}{2}$  Groots; it is demanded whether he can comply with this Commission, and how much this differs per Cent. Answer, our Correspondent receives more than he first ordered about 3 per Cent.

*Solution by the Tables.*

	S.	Groots
34 Schil. 1 Groot 2606	34	$7\frac{1}{2}$ 2675
$56\frac{1}{2}$ Pence 3990	53	$\frac{1}{2}$ 3793

*A.* receives by the Exchange 6196 and by the Order 6468

128 seek in the Table of Profit, and you

will find about 3 per Cent.

*By the Rule of Three.*

Groots      S. Groot      Groots Sch.      Groots  
As  $53\frac{1}{2}$  ————— 34      1 —————  $56\frac{1}{2}$  to 35      8      the Rate at  
which *A.* might remit per Pound Sterling to *London*, when he drew on *Paris* at  
 $56\frac{1}{2}$  Groots per French Crown; but he only remitted at 34s.  $7\frac{1}{2}$  Gts. therefore  
in remitting this last Sum he gained 1 Schil.  $\frac{1}{2}$  Grt. the Difference between 35  
Schil. 8 Gts. and 34 Schil.  $7\frac{1}{2}$  Grts. and to find what that comes to per Cent, say,  
Sch.      Grts.      Grts.  
If 34       $7\frac{1}{2}$        $12\frac{1}{2}$       100 will bring out the Answer.

Sixth

## Sixth EXAMPLE.

There is an Order to draw on *Frankfort* 100 Rixdollars current Money of *Amsterdam* for 128½ Rixdollars of *Frankfort*, and to remit on *London* at 35 Schillings Bank Money per Pound Sterling, on Condition that the *Agio* shall be 5 per Cent. If after this our Correspondent writes to us, to omit executing his Order, if not already done, unless he receive 2 per Cent. more from *London* than he had ordered; If they can only draw on *Frankfort* at 135 Rixdollars that Money for 100 Rixdollars of *Amsterdam*, it is demanded, at how many Schillings the Remits must be made to follow the last Order? Answer, 34 Schillings 4½ Groots.

*Solution by the Tables.*

128½	7586	135	7793
5 per C.	212	2 per C.	86
35 Schil.	2721		
	<hr/>		<hr/>
	10519		7879
	<hr/>		<hr/>
	7879		

2640 This Number seek in the Table for *London*, and you will find 34 Schillings 4½ Groots correspond thereto.

For a different Solution, it is easy to conceive that when the *Agio* is high the less *Frankfort* Money is given for current Money of *Amsterdam*, the Exchange being by Banco Money, consequently the less Banco Money must be remitted to *London* per Pound Sterling; whence it is clear, that the Way to get 2 per Cent. from *London* by remitting at the same Rate as before, you must consider the *Agio* as so much less; therefore instead of 95, we have 97 Rixdollars Banco Money of *Amsterdam* for 128½ Rixdollars of *Frankfort*, at which Rate I find the Bank Money of *Amsterdam* equal to 135 Rixdollars of *Frankfort*; thus,

Rixd. of Frank.      Rixd. Banco of Amst.      Rixd. Frank.

If 128½      97

135 will give

101½. But by the Question there are only 100; therefore the Remittance on *London* must be made accordingly less, by saying,

	Schil. Banco	Rixd.
As 101½	35	100 to the Sum sought
<hr/>		
103		
<hr/>		
306		
<hr/>		
1017		
<hr/>		
10476		
	Sch. Groots.	
Now $\frac{35 \times 100 \times 100}{10476}$	will give 34	4½ the Answer.

## Seventh EXAMPLE.

*T.* of *Berlin* remits for his proper Account to *U.* of *Amsterdam*, a certain Sum of Bank Money, at 133 Rixdollars for 100 Rixdollars Bank Money of *Amsterdam*, ordering him to remit the nett Produce to *A.* of *Genoa*; *U.* effects it at 96 Groots per Dollar of 5 *Genoese* Livres. *A.* on his Part remits this to *B.* who lives at *Turin*, at 128 Sols of *Piedmont* for one Crown of *Genoese* Money of 7½ Livres, who takes Bills on *Geneva* at 84 *Piedmont* Sols for one Crown current of *Geneva*, and remits them to *C.* who in his Turn remits the Amount on *Frankfort* to *D.* at 130 Rixdollars of *Frankfort* for 100 Crowns current of *Geneva*, who finally takes Bills at 132 Batz Money of *Frankfort* for one Pound Sterling, 1 Rixdollar at *Frankfort* makes 22½ Batz, the which he remits to *T.* himself: If the five Commissioners, namely

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namely, *U. A. B. C.* and *D.* deduct each  $\frac{1}{4}$  per Cent. for their Provision; it is demanded at what Rate the Exchange must be between *Berlin* and *London* so that *T.* gains 3 per Cent. Answer,  $6\frac{1}{4}$  Rixdollars per Pound Sterling.

*Solution by the Tables.*

133	7728	128	7561
96	6312	130	7628
84	5732	Numb. fixed	8193
132	7695		
3 per C.	128		23382
5 Provisions at $\frac{1}{4}$ per C. each	73		
	27668		
	23382		

4286 This sought in Table I. there will be found  $60\frac{1}{4}$ , wherefore take  $\frac{1}{4}$  and it shall be your Answer,  $6\frac{1}{4}$  Rixdollars.

*Otherwise.*

The general Method for such extensive Questions is as follows: The Investigation whereof I shall clearly shew before I conclude this Subject.

- 1 Pound Sterling at *London* = 132 Batz Money of *Frankfort*.
- 22  $\frac{1}{2}$  Batz Money of *Frankfort* = 1 Rixdol. Money of *Frankfort*.
- 100 Rixdol. Money of *Frankfort* = 99  $\frac{1}{2}$  Rixdol. Mon. the Provision deducted.
- 138 Rixdol. Money of *Frankfort* = 100 Crowns current of *Geneva*
- 100 Crowns current of *Geneva* = 99  $\frac{1}{2}$  Crowns current at *Geneva*, the Provision deducted.
- 1 Crown current of *Geneva* = 21  $\frac{1}{4}$  Sols of *Piedmont* at *Turin*.
- 100 Sols of *Piedmont* = 99  $\frac{1}{2}$  S. of *Piedmont*, the Provision deducted.
- 4  $\frac{1}{4}$  Sols of *Piedmont* = 1 Crown of *Genoa*.
- 1 Crown at *Genoa* = 152 Sols of *Genoa*.
- 28 Sols at *Genoa* = 1 Livre at *Genoa*.
- 100 Livres at *Genoa* = 99  $\frac{1}{2}$  Livres at *Genoa*, the Provision deducted.
- 5 Livres at *Genoa* = 3  $\frac{1}{2}$  Groots Banco of *Amsterdam*.
- 100 Groots Banco of *Amsterdam* = 1 Crown of *Amsterdam*.
- 100 Crowns Banco of *Amsterdam* = 99  $\frac{1}{2}$  Crowns Banco of *Amsterdam*, the Provision deducted.
- 100 Crowns Banco of *Amsterdam* = 133 Rixdol. of *Brandenburgh* at *Berlin*.
- how much = 1 Pound Sterling at *London*.

# OF ARBITRATIONS OF EXCHANGE.

22 <sup>1</sup> / <sub>2</sub>	133
13	99 <sup>1</sup> / <sub>2</sub>
66	1197
226 <sup>1</sup> / <sub>2</sub>	1197
292 <sup>1</sup> / <sub>2</sub>	44 <sup>1</sup> / <sub>2</sub>
2	44 <sup>1</sup> / <sub>2</sub>
585	13255 <sup>1</sup> / <sub>2</sub>
5	3
2925	39767
100	99 <sup>1</sup> / <sub>2</sub>
292500	357903
100	357903
29250000	13255 <sup>1</sup> / <sub>2</sub>
100	13255 <sup>1</sup> / <sub>2</sub>
2925000000	396344 <sup>1</sup> / <sub>2</sub>
100	152
292500000000	7926888
100	19827220
2925000000000	3963444
100	50 <sup>1</sup> / <sub>2</sub>
29250000000000	60244353 <sup>1</sup> / <sub>2</sub>
100	99 <sup>1</sup> / <sub>2</sub>
2925000000000000	5421991842
100	5421991842
292500000000000000	200814512 <sup>1</sup> / <sub>2</sub>
100	200814512 <sup>1</sup> / <sub>2</sub>
29250000000000000000	66 <sup>1</sup> / <sub>2</sub>
21	60043539353 <sup>1</sup> / <sub>2</sub>
7	21
9) 147 ( 16	60043539353
9	120087078706
57	16 <sup>1</sup> / <sub>2</sub>
54	1260914326429 <sup>1</sup> / <sub>2</sub>
3	99 <sup>1</sup> / <sub>2</sub>
132	11348228937861
8	11348228937861
9) 1056 ( 117	420304775476 <sup>1</sup> / <sub>2</sub>
9	420304775476 <sup>1</sup> / <sub>2</sub>
15	33 <sup>1</sup> / <sub>2</sub>
9	125671127867456 <sup>1</sup> / <sub>2</sub>
66	132
63	251342255734912
3	377013383602368
	125671127867456
	117 <sup>1</sup> / <sub>2</sub>
	16588588878504309 <sup>1</sup> / <sub>2</sub>

To be carried over.

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C. of G  
104 March  
E. at Flore  
Venice. E  
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180 Sold.  
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## 507

16588588878504309 $\frac{1}{2}$   
99 $\frac{3}{4}$

149297299906538781  
149297299906538781  
5529529626168103  
5529529626168103  
33

$\begin{array}{r} \overline{292500000000000000} \\ \phantom{\overline{}} 16533 | 29358224262830\frac{1}{2} \\ \phantom{\overline{}} 14625 | \\ \phantom{\overline{}} 190829358224262830\frac{1}{2} \end{array}$

( $5^{\frac{1}{2}}$  Rixdol. of  
Brandenburg for  
1 Pound Sterling  
at London.

17550

15329  
14625

704

If  $100 \text{ --- } 5 \frac{4}{5} \text{ --- } 103$

103  
65

 $5\frac{6}{8}$ 
$$515$$

$$66\frac{1}{2}\frac{9}{10}$$

515  
618

$100 \div 518 \frac{1}{4} = 51 \frac{1}{4}$  Rixdollars of  
 $\frac{100}{100}$  *Brandenburg per*  


---

 $81 \frac{1}{4}$  Pound Sterling.

### Eighth EXAMPLE.

*C. of Genoa* remits for his own Account to *D. of Venice*, a certain Sum at 104 *Marchetti* for 4 *Livres* of *Genoa*, ordering him to remit the nett Produce to *E. at Florence*; *D.* effects it at 75 *Crowns* d'Or of *Florence* for 100 *Ducats* of *Venice*. *E.* takes *Bills* on *Lagborn* at 119 *Sols* for 6 *Livres* of *Florence*, which he remits to *F.* who takes others on *Novi*, at 175 *Dollars* for 100 *Crowns* de *Marc* of *Novi*, who remits them to *G.* who in his Turn remits them to *H. of Milan* at 180 *Sold*. Imp. for a *Crown* de *Marc*, who makes a *Remiss* at *Amsterdam* to *I.* of 52 *Sols* of *Milan*, whereof 140 are worth 106 *Sold* Imp. for a *Guilder* of *Amsterdam*, who finally takes *Bills* on *London* at 34 *Sch.* per *Pound* Sterling, which he remits to *C.* himself, for whose Account all these *Negotiations* were made. If six of the *Correspondents* deduct each  $\frac{1}{2}$  per *Cent.* for *Charges*, it is demanded at what *Price* the *Exchange* was between *Genoa* and *London*, if *C.* finds that the *Money* he has been in *Disburse* for 6 *Months* has brought him in an *Interest* after the *Rate* of 8 per *Cent.* per *Annum*. Answer,  $55\frac{8}{10}\%$  Sterling per *Dollar* of 5 *Livres*.

**Solution**

*Solution by the Tables.*

$\frac{1}{2}$ of 175 is $87\frac{1}{2}$	5909	114	6659
52	3649	75	5240
34	1804	110	7244
Fixed Number	9549	$\frac{1}{2}$ of 180 is 90	6031
6 Provisions at $\frac{1}{2}$ per Cent. each	130 $\frac{1}{2}$		
4 per Cent. gain	170		
	<u>21211<math>\frac{1}{2}</math></u>		
		25174	
		<u>21211<math>\frac{1}{2}</math></u>	
		3962 $\frac{1}{2}$ which answers	
		to 55 $\frac{1}{2}$ .	

*Operation for the Exact Value.*

1 Dollar of Genoa	5 Livres Genoeſe
4 Genoeſe Livres	2.184 Marchetti Banco of Venice.
124 Marchetti Banco of Venice	1 Ducat Banco of Venice.
188 Ducats Banco of Venice	99 $\frac{1}{2}$ Ducats Banco of Venice, the Pro-
	vision deducted.
108 Ducats Banco of Venice	3.18 Crowns d' Or of Florence.
1 Crown d'Or of Florence	7 $\frac{1}{2}$ Livres of Florence.
188 Livres of Florence	99 $\frac{1}{2}$ Livres of Florence, the Provision
	deducted.
4.8 Livres of Florence	119 ordinary Sols of Leghorn.
2.188 ordinary Sols of Leghorn	1 Leghorn Dollar
100 Leghorn Dollars	99 $\frac{1}{2}$ Leghorn Dollars, the Provision
	deducted.
7.188 Leghorn Dollars	188 Crowns de Marc at Novi.
100 Crowns de Marc of Novi	99 $\frac{1}{2}$ Crowns de Marc, the Provision
	deducted.
1 Crown de Marc of Novi	3.188 Soldi Imp. or Sols of Exchange
	of Milan.
106 Soldi Imp. of Milan	188 Sols current of Milan.
100 Sols current of Milan	99 $\frac{1}{2}$ Sols current of Milan.
88 Sols current of Milan	188 common Stivers Banco of Am-
	sterdam.
4.8. common Stivers Banco of Amſt.	1 Stiver de Groſs Banco of Amſter-
	dam.
100 Stiy. de Groſs Banco of Amſt.	99 $\frac{1}{2}$ Stivers de Groſs Banco of Am-
	sterdam.
34 Stiv. de Groſs Banco of Amſt.	6.188 Sterling of London.
how much for	1 Genoa Dollar.

124
2
248
106
1488
2480
26288
34
105152
78864
893792000
99
3
16)297(18
16
137
128
9
21
7
32)147(4
128
19
54
5
64)270(4
256
14

# OF ARBITRATIONS OF EXCHANGE.

509

124	99	99½
2	3	6
248	8)297(37	597
106	57	99½
	1	
1488		5373
2480	119	
	5	298½
26288		
34	16)595(37	59401½
	48	99½
105152		
78864	115	534609
	112	534609
8937920000000000		29700½
	3	49½
99		
3		5910449½
		97½
16)297(18		
16		53194041
		53194041
137		2955224½
128		24½
		½
9		
		588089700½
		99½
21		
7		5292807300
		5292807300
32)147(4		294044850½
128		37½
19		58514925187½
		119
54		526634326683
5		58514925187
		5851492518737½
64)270(4		
256		6963276097290½
		99½
14		
		62669484875610
		62669484875610
		3481638048645½
		18½
		692845971680373½
		7½
		4849921801762611
		345422985840186½
		4½
		½
		½
		5196344787602802½
		To be carried over.

Brought over.	
5196344787602802 $\frac{1}{2}$	2
10392689575205604 $\frac{1}{2}$	5
51963447876028024	4 $\frac{1}{2}$
51963447876028024 $\frac{1}{2}$	
893792,0000000000)51963447,876028024 $\frac{1}{2}$ (58 $\frac{1}{2}$	d.
4468960	Sterling for a
	Genoa Dollar.
7273847	
7150336	
123511.87	
802742	
3413261	
2681376	
731885	

After having found the Exchange, which is here between *London* and *Genoa* 58 $\frac{1}{2}$  *d.* Sterling for a Dollar, it must be seen how much *per Cent.* ought to be gained by the Exchange, which the Example tells us is 8 *per Cent. per annum.* We see, besides this, that *C.* has been in Disburse 6 Months; so it ought to be worked by the direct Rule of Three, and say,

If 12 Months gain 8, how much shall 6 gain?

The Answer will be 4, that is to say 4 *per Cent.*

Afterwards there is to be observed what has been said before of the certain and uncertain Price, and of the direct and indirect Rule in our Example. *Genoa* gives the Price certain, then it must give to *London* 4 *per Cent.* less than it has received, and consequently it must be wrought by the indirect rule of Three, and say,

If 100—give 58 $\frac{1}{2}$  *d.*—how much shall 104 give?

100	
104)5813	(Answer, 55 $\frac{1}{2}$ <i>d.</i> Sterling for a Genoa Dollar.
520	
613	
520	
93	
100	
9300	
832	
980	
936	
44	

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# OF ARBITRATIONS OF EXCHANGE.

Having solved the two preceding Problems in the most concise Method that I believe is possible, except by Tables; I shall now demonstrate in their Explanation how to perform, in the same Manner, all Questions relative to Arbitrations. And first, I shall deduce the Rule for stating them from the second Example of the Double Rule of Three preceding the Tables, where the first Term is fixed; the second shewing what different Money was given for it; the third, how much of the same Specie as the second is given for the fourth; then what Quantity of the Specie of the fourth, for a fifth Term given, which is of the same Name as the first Term. Now as all such Questions, exceeding five given Numbers, may according to that Excess be called Questions of the Treble, Quadruple, Quintuple, &c. Rule of Three, for whose Stating I derive the Rule from the foregoing Remark, which will be exactly similar or agreeable to it; only I shall, for Brevity's Sake call the first Term, the first Antecedent; the second Term, the first Consequent; the third Term, the second Antecedent; the fourth Term the second Consequent, &c. and now express the Rule.

The first Antecedent must be a fixed Exchange, and of the same Denomination with the last Consequent; the second Antecedent must be of the same Name as the first Consequent; the third Antecedent of the same Specie as the second Consequent; and so on, always making the Antecedents of the same Name or Specie as their preceding Consequent, which you cannot but do if you follow the Conditions of a given Question, and if you have so done you will find your last Term of the same Specie with the first, and then the Demand or Answer will be of the same Name as the last Consequent but one: if you find your Work stand otherwise, most likely you have mistaken the first Term. The Question being thus prepared, it is plain that the Sum of the Antecedents must be regarded as equal to the Sum of their Consequents, as each Antecedent is supposed equal to its respective Consequent; therefore their Products must be accordingly so; for Instance, if

5 = 2 more 3, and  
6 more 4 = 10, and  
7 more 5 = 8 more 4  
then 5 x by both 6 and 4, x by both 7 and 5 = 600 = 10 x by both 2 and 3,  
by both 8 and 4;

but as one of the Antecedents in every Question is unknown, whilst all the Consequents are otherwise, we have an unknown, though supposed, Quantity multiplied by the known Antecedents, = to the Product of the Consequents, therefore the unknown Quantity, or Answer, is found by dividing the Product of the Consequents, multiplied by one another, by that of the Antecedents, multiplied in the same Manner. For Example; suppose the Case were, what unknown Quantity x by 59 would be equal to 472, then I say 472 divided by 59 gives the sought Quantity, viz. 8. Now in order to contract the Work, it is plain that it is the same thing whether you divide a Product, which had divers Multipliers, or you divide one of the Multipliers, which will admit it, by that Number, and then multiply

by the rest (Instance  $\frac{2 \times 3 \times 12}{6} = 12 = \frac{12}{6} \times 2 \times 3$ ) It is likewise evident, that if any two Numbers be divided by the same Number, their Quotients will be in the same Proportion as the Numbers were. Instance 12 divided by 4 is 3, and 20 divided by 4 is 5; wherefore as 3 is to 5, so is 12 to 20; which was to be shewn. Hence it follows, that, if when a Question is stated you can divide any Antecedent and Consequent, though they are not Opposites, by the same Number, the Equality is still kept up; and thus you must continue to do, till you can find no Antecedent and Consequent commensurable by the same Number, then ordering this last Equation as above directed, you will have the Solution; and note, that the last Consequent, to which the Answer is sought, is subject to the Division as the rest; for the Product of the last, multiplied by the other Consequents, is still the same, whether the last or any other is divided by the same Number; this may be seen by the last Instance but one, if you call 12 the last Consequent; and from what has been said, I infer, that every Antecedent after the first must be of the same Denomination, as



## OF ARBITRATIONS OF EXCHANGE.

well as the same Specie, as its preceding Consequent; and that if any Antecedent or Consequent consists of different Denominations, you must, to retain the Equality, either reduce both them and their respective Consequents and Antecedents into the same Denomination, or otherwise make the lower Denomination an aliquot Part or Parts of the higher, as  $3\text{ l. } 3\text{ s.}$  Sterling would be  $3\frac{1}{2}\text{ s.}$  and then the others remain unaltered; and *note*, that in the second given *Examples*, where the Antecedents and Consequents are scratched, they have been divided, and the Quotients stand towards the left, separated by a point, *thus*,  $4.11\frac{1}{2}$ ; and what has been here said in Regard to the Questions of Money, holds good also for those concerning Weights and Measures, which may be wrought exactly by the foregoing Rules.

## EXAMPLE.

If 100lb. at *London* be equal to 106lb. at *Lyons*, and 30lb. at *Lyons* are worth 32lb. at *Paris*, and 113lb. at *Paris*, made 90lb. at *Frankfort*, and 12lb. at *Frankfort* are given for 18lb. at *Venice*, and 125lb. at *Venice* are the Value of 97lb. at *Cadiz*; then how many lb. at *Cadiz* are equal to 60lb. at *London*? Answer  $51\frac{1}{2}$ .

Being stated and contracted according to the preceding Rules, the Work will stand thus.

100 lb. at <i>London</i>	=	106 lb. at <i>Lyons</i> .
5. 30 lb. at <i>Lyons</i>	=	4. 32 lb. at <i>Paris</i> .
113 lb. at <i>Paris</i>	=	3. 90 lb. at <i>Frankfort</i> .
1. 4. 12 lb. at <i>Frankfort</i>	=	3. 18 lb. at <i>Venice</i> .
19. 125 lb. at <i>Venice</i>	=	97 at <i>Cadiz</i> , then
how many lb. at <i>Cadiz</i>	=	60 at <i>London</i> .

113	106
5	3
565	318
19	3
5085	954
565	97
10735	6678
Divisor	8586
	92538
	6
	555228
	Dividend

10735)555228(51.7 Answer.

53675
18478
10735
77430
75145
2285

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# OF ARBITRATIONS OF EXCHANGE.

513

If 100 Ells at *Amsterdam* are equal to 120 Ells at *Hamburg*, and 30 Ells at *Hamburg* make  $21\frac{1}{4}$  Ells at *St. Gall*, and 86 Ells at *St. Gall* are equal to 60 Ells at *Geneva*, and 15 Ells at *Geneva* are worth 28 Ells at *Dantzick*; *Qyere*, How many Ells at *Dantzick* are equal to 45 Ells at *Amsterdam*? Answer  $50\frac{1}{4}$ .

5. 100 Ells at *Amsterdam* = 2. 120 Ells at *Hamburg*.  
 30 Ells at *Hamburg* =  $21\frac{1}{4}$  Ells at *St. Gall*.  
 43.  $\frac{1}{4}$  Ells at *St. Gall* = 3. 60 Ells at *Geneva*.  
 15 Ells at *Geneva* = 28 Ells at *Dantzick*.  
 How many Ells at *Dantzick* = 3. 45 Ells at *Amsterdam*.

$$\begin{array}{r}
 43 \\
 \underline{5} \\
 215 \\
 \\
 215 \overline{) 10836} \begin{array}{l} 50 \\ 4 \end{array} \text{ Answer.} \\
 \underline{1075} \\
 860 \\
 \underline{860} \\
 0
 \end{array}$$

With the preceding, I finish the Examples of Arbitrations, having therein given an Instance of every Case that can happen in this curious Branch of Arithmetick, so that any Addition would be superfluous, and unnecessarily encroach on my Reader's Time, without adding any thing to his Instruction; which I believe he will find more truly promoted in this short Tract, than he would by consulting the many Volumes published on the Subject; as he has here the Reasons for all the Operations proposed, added to the Solutions, which other Authors have contented themselves with giving alone.

I have only one Remark to add to this Chapter, which is, that those who are well skilled in this Business generally agree to support their Correspondent's Commission free on all Sides; wherefore, when it is considered what Opportunities the Merchant, or Remitter of general Credit and Correspondence has, the Benefits, by a judicious Combination, or Comparison of the Exchange throughout *Europe*, are far more considerable than most People imagine. Those, who are shrewd Exchangers themselves, generally make Choice for these Negotiations of Correspondents not less so; and then they are certain of the Profits they have in View, for they know that their Orders will lie by unexecuted till the advantageous Crisis arrives.

## Concerning Bankruptcy.

*Felix quem faciunt aliena pericula cautum*

THE preceding Chapters contain the whole Theory and Practice of Commerce; and I hope I have been so plain and explicit in them as to render myself intelligible, and to answer my Design of conveying Instruction to those who have given themselves the Trouble of seeking it in this Work.

I have now gone through every Branch of Commerce, and purposely reserved this Catastrophe of an imprudent or mistaken Conduct to the last, as the properest Place for it. And I could wish that the Misfortunes, consequent to an ill judged and indiscreet Course or Management, did not render this additional Chapter necessary for the Guidance of those who have unhappily incurred the Want of it, through the gloomy Vale of Trouble: For could Trade be always carried on with that Credit which is necessary to support it, and with that Success which every one hopes for, by adventuring in it, it would be the most pleasant as well as the most beneficial Employ that any could undertake; but as we are all subject to the uncertain fluctuating State of Humanity; our Serenity will sometimes be interrupted, and our Calms and Sunshine be obscured and ruffled by the Clouds and Tempests of Adversity, as well in this as in all other Walks of Life, and the smooth Paths of Business will often become rugged and strewed with thorny Troubles, to the utter Change of the pleasing Scene, by introducing inevitable Losses and Misfortunes, instead of the Advantages we flattered ourselves with the Hopes of reaping from our commercial Engagements. Thus the best-laid Scheme may be overlet by some intervening Occurrence, for a trifling Accident frequently demonstrates the Weakness of our Judgement, and the Shallowness of our Designs; though whilst we submit our Actions to the Directions of Prudence, and suffer our Steps to be guided by her, we may justly be said to act like reasonable Men; and however Providence, for our Punishment, may dispose otherwise, we certainly take the best and likeliest Method of securing to ourselves that Success and Prosperity which we are soliciting: and in Order to guard against their Reverse, permit me to intrude so long on your Patience as to expatiate a little on the Subject of Bankruptcy, and to shew you the Causes which naturally drive Men to split on that Rock, where so many Thousands have been wrecked, reminding you of my Motto, where you will see the great Poet from whom I have taken it, pronounced that Man happy who has been made wise by the Misfortunes of others.

Mr. Savary says, in his *Parfait Negociant*, that the Failures of Merchants oftener proceed from *Ignorance*, *Imprudence*, and *Ambition*, than from *Malice* and *Deceit*; and I am entirely of his Opinion, more especially in this Kingdom: For, whoever reflects on the Consequences of Fraud and Deceit under a Statute of Bankruptcy here, I should think would avoid it with the utmost Care; as he not only exposes himself to the Penal Laws, but can never expect to be cleared by his Creditors, though he should not be convicted under the former, and consequently is rendered incapable of making any Thing his own for the future. But as I hope none of my Readers are of this Number, I shall direct my Advice to those on whom I am in Hopes it may prevail, and endeavour to guide them from running on the aforementioned Shoals, by persuading them to aim at the Dissipation of the Fogs of *Ignorance* by the Sunshine of Learning; to correct *Imprudence*, and to banish *Vain-Glory* or *Ambition*. The first may be done by a strict Application to Business, whilst under the Tuition of a Merchant in an Apprenticeship; or if this has been neglected, and my Reader comes into Trade without such usual Form and Instruction, I hope this Work will supply the Deficiency, not only by teaching every one how to act in the Branch of Commerce he has elected, but by displaying to him a general Trade, that he may have all the Variety possible to chuse out of: Sound Judgement and common

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Sense duly applied, will be too hard for *Imprudence*; and *Ambition*, I should think, would be checked by displaying the fatal Consequences of it; and thus a Failure proceeding from all or any of the above-mentioned Causes may be prevented; though still there remains one, from which no Foresight or Care can defend us, I mean the immediate Dispositions of Providence; whereas the above are but secondary, to which we ought cheerfully to submit with a perfect Resignation, and never murmur nor repine at any of his Dispensations, in a full Assurance that he will afford Support and Comfort under the Affliction, to every one who sincerely trusts in him, and, when he sees convenient, will give a happy Release from it. It is true these are hard Lessons to Mankind, and rendered more irksome by the barbarous Treatment the Unhappy too commonly meet with; for though it is natural to imagine, that a Man who has been truly honest in all his Dealings, and esteemed for his Integrity, should on a Reverse of Fortune meet with that Pity and kind Usage he has shewn to others under similar Distresses; yet Experience convinces us that this is rarely the Case; on the contrary, it is generally found that though Friends may seem many and staunch in the time of prosperity, yet on a Change of Circumstances they will drop off like blasted Fruit, quite forgetful of Favours shewn to and Kindnesses done them, and at the Time you become Bankrupt in your Fortune, you will certainly find them so in Affection and Returns of Gratitude: Favours seem no longer regarded than while you are in a Capacity to continue them, and Obligations are thrust among the Number of the Non-entities, or at least are become such unfashionable Things, as only to be owned by the Conscientious and Benevolent.

Acts of Beneficence are not to be expected from Creditors, whose Losses generally sour their Tempers, and keep their Resentments warm against the unhappy Occasion of them, even to the Extinction sometimes of Humanity. But one should think that the Lamentations of a fallen Familiar and Intimate, frequently heightened by the Tears of a tender Wife, and affecting Cries of their innocent Children, would be prevailing Objects to excite Compassion from those who have always experienced a courteous and gentle Treatment from the unhappy Sufferers; but Philanthropy is almost lost among us, and Mankind are grown so degenerate, as to become insensible to the Distresses of others; the unfortunate Man is now equally shunned with the infected one, and the best Usage he finds is Coldness and Reserve from almost every individual of his Acquaintance, whilst the worst is swelled to an immoderate Height by the Insults offered him; Contumelies and Reproaches are thrown out against him; and Abuses, Invectives and unmerited Aspersions are frequently added to complete the Catalogue, and augment his Miseries; few regard him, fewer still care for him, and the Paucity of those who protect or assist him, is reduced to the lowest Degree of Comparison. This is generally the Case with those whom Fortune has prostrated and laid low; though there is still a small Remnant of Men among us, who are actuated by every tender Sentiment of Humanity, and, as Opportunities offer, exercise every social Virtue; whose Compassion at least is extended to all afflicted Objects, and their Charity stretched to the utmost Limits that Prudence and Discretion can warrant; they remain uninfluenced by the Example of their Neighbours, and continue fixed and immoveable in the Principles of Goodness and Benevolence; but these Guardian Angels are scarce, and even when found can, at best, only alleviate, and in some Degree mitigate and take off the sharp Edge of Affliction, but they cannot restore lost Credit and Reputation; this is only to be done by the Man himself, and the sole means is the making all the Satisfaction to his Creditors that his Abilities will permit, either at present or in future, till his whole Debts are discharged; for so long as any Part of these remain unpaid, that Obligation subsists. This Lesson, Honesty and a just Reflection on Things will teach men; and as the Miseries subsequent to, and attendant on a Failure, are extensive, it is natural to suppose the bare Description will render every other Persuasive superfluous, for avoiding the Causes of such great Unhappiness; therefore, I shall conclude this Introduction with my best and sincerest Wishes, that none of my Readers may ever experience it, by adding one to the Number of the Unfortunate.

Of Bank-  
ruptcy in  
England.

The Derivation of the Word *Bankrupt* I have given under that of *Banks* and *Bankers*; and though, according to our Laws such Insolvents are generally esteemed a crafty, fraudulent, deceitful, and extravagant Sort of Persons, yet Experience evinces the Unjustness of this Assertion, and that many unhappily fall into this Dilemma through the Badness of Trade, or some inevitable Accident, without bringing it on themselves either by Extravagance or Knavery. The Laws of Bankruptcy in England are therefore justly considered as Laws calculated for the Benefit of Trade, and founded on the Principles of Humanity as well as Justice; and to that End, they confer some Privileges not only on the Creditors, but also on the Bankrupt himself. On the Creditors, by compelling the Bankrupt to give up all his Effects to their Use, without any fraudulent Concealment: On the Bankrupt, by exempting him from the Rigour of Common Law, whereby his Person might be confined at the Will of his Creditor, though in Reality he had no Effects to satisfy the Debt: Whereas the Law of Bankrupts, taking into Consideration the sudden and unavoidable Losses to which Men in Trade are liable, has given them the Liberty of their Persons, and some pecuniary Allowances, upon Condition they surrender up their whole Estate to be divided among their Creditors\*. But still it is cautious of encouraging Prodigality and Extravagance by this Indulgence to Debtors, and therefore it allows the Benefit of the Laws of Bankruptcy to none but actual Traders; since that set of Men are, generally speaking, the only Persons liable to accidental Losses, and to an Inability of paying their Debts, without any Fault of their own. I shall give a Transcript of the Acts now in Force, and of the best Reports and Pleadings I can collect on the Subject; and shall in the first Place shew,

*What Persons may, or may not, be Bankrupts.*

- 13 *Eliz. C. 7.* Any Person using the Trade of Merchandize by Way of Bargaining, in Grofs or Retail, Exchange, Rechange, Bartery, Chevifance, or otherwise,
- 21 *Jac. 1. C. 19.* Or, seeking his Trade or Living by buying and selling, being a natural-born Subject;
- 21 *Jac. 1. C. 19 S. 15.* Or, an Alien, or being a Denizen, may become Bankrupts.
- 5 *Geo. II. C. 30 S. 39.* Bankers, Brokers, and Factors, may be Bankrupts. An Inn-keeper as such can be no Bankrupt. Nor one victualling the Fleet, though he sells the Overplus to Merchants.
- Stinner, 276. 291. 3. Mod. 327. 328. 1 Show. 96. 268. 3 L. v. 309. Mich. 1 W. and M. in B. R. The Case of Sir Thomas Littleton, Mr. Papillon, & al.* A meer buying and selling brings not a Man within the Statute (for buying and selling of Land will not make a Man liable to be a Bankrupt) but it is intended of such who gain the greatest Part of their Living both by buying and selling of personal Effects. Having a Share in a Ship; being a Farmer, or keeping a Boarding-School, makes not a Bankrupt; Buying only, or selling only, makes not a Bankrupt, but buying in *England*, and selling in *Ireland* does. *John Aspley* went from *England* in 1720, and resided in *Barbadoes* till 1735, where he was a Factor and a Planter, and traded to *England*, by sending Goods from his Plantation, and receiving Goods back again bought in *England*, and he disposed of Goods sent from *England* in *Barbadoes*, for Merchants in *England* as a Factor, and being greatly indebted came to *England* in 1737, and committing an Act of Bankruptcy, a Commission issued, and upon a Question, *whether he was within the Statutes of Bankrupts*; upon the Authority of *Bird* and *Seigwick* (where a Gentleman of the *Temple* going to *Lisbon*, turning Factor, trading to *England*, and breaking) was adjudged a Bankrupt.
- 1 *Fern. 687. Raym. 375. 1 Syd. 411 per Hardw. Chan. Mich. 1737. 1 Sul. 110.*

\* Blackstone's Comment. Vol. II. P. 472.

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Where a Man buys and sells under a particular Restraint, as a Commissioner of the Navy, or a Farmer, he is not a Seller within the Statute.

Sir Anthony Bateman had been a great Merchant, and was Mayor of London, but had left off Trade fifteen Years; the Court held he could not be a Bankrupt upon a Debt contracted after; but the Jury found him so upon such Debt, and a new Trial was refused.

If a Trader contracts Debts and leaves off his Trade, he is still liable to be Bankrupt for those Debts, but not for those he shall contract afterwards.

If a Man whilst a Trader owes a Debt of 100*l.* to A. and leaving off his Trade borrows another 100*l.* of the same person, and then pays him one of the 100*l.* without mentioning, whether in Satisfaction of the former or the latter Debt, yet it shall be applied to the former, and the Creditor shall never charge him with a Commission of Bankruptcy for that which remains. Resolved *per Holt*.

A Farmer, as such, cannot be a Bankrupt; but if he deals in buying and selling Potatoes, Wool, &c. as a Trader in those Commodities, he may be a Bankrupt.

No person who shall adventure any Money in the East-India Company, or Guinea Company, or any joint Stocks of Money by them raised for carrying on the Trade by the East-India Company or Guinea Company to be managed; or who shall adventure any Money in any Stocks for managing the Fishing Trade, called the Royal Fishing Trade; nor any Member of the Bank of England, on Account of his Stock; nor Persons having Shares in the London or Royal Exchange Insurance Companies, shall be Bankrupts in Respect thereof.

No Farmer, Grafter, or Drover of Cattle, or any Receiver-General of Taxes granted by Act of Parliament, shall be deemed a Bankrupt.

Those Persons who live on their Manual Labour only, as Husbandmen, Labourers, bare Handicrafts-men, &c. are not within the Statutes; but such as buy Wares, and convert them into saleable Commodities, and so get their Living by Buying and Selling, may be Bankrupts; as a Shoemaker, who buys Leather and sells it in Shoes; an Ironmonger, buying Iron and causing it to be wrought into Wares; a Nailor, Locksmith, &c.

A Carpenter in London has been adjudged a Bankrupt, but not as a working Carpenter.

A Clothier that buys Wool, and has it made up into Cloth, or works it into Cloth himself, may become a Bankrupt; but a Taylor who makes Garments only, as a Servant to his Customers, cannot be a Bankrupt, though a Salesman may.

It is held, that a Vintner, Brewer, Baker, Weaver, Dyer, Tanner, &c. may be Bankrupts.

Members of Parliament, being Merchants within the Description of the Statutes relating to Bankrupts, are made subject to the Bankrupt Laws; but are not liable to Arrest, except in Cases made Felony by those Laws.

An action of the Case will lie, for saying, of a Merchant, Mercer, Grocer, Shoemaker, Dyer, Weaver, Corn-Master, or Baker in London, a Milliner, or any other Tradesman that gets his Living by Buying and Selling, that he is a Bankrupt.

#### What makes a Man a Bankrupt.

- 1st, To depart the Realm, or
- 2d, To begin to keep House, or otherwise,
- 3d, To absent himself.
- 4th, To take Sanctuary.
- 5th, To suffer himself wilfully to be arrested, for any Debt or Thing not grown due, or for a just Consideration.
- 6th, To suffer himself to be outlawed.
- 7th, To yield himself to Prison; and
- 8th, To depart from his Dwelling-house to the Intent or Purposes to defraud or hinder a just Creditor or Creditors of his or their just Debts or Duty.

6 Q

9th,

1 Sal. 110.

Mar. 35.

Griff. and

Pratt.

Cro. Car. 549.

1 Syd. 411.

1 Vent. 29.

S. C. 10.

Comb. 463.

13 and 14

Cases C. 24

S. 3.

Gro. I. C.

18. S. 10.

5 Gro. II. C.

30. S. 40.

March. Rep.

37. Cro. Car.

31.

Chapman v.

Lampshire.

Crump's Case.

4 Gro. III. C

3.

Noy 158.

Rep. 19.

1 Rep. Abr.

13 Eliz. C.

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1 Jac. 1 C.

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9th, Willingly or fraudulently to procure himself to be arrested, or his Goods, Money, or Chattels, to be attached or sequestered.

21 Jac. I. C. 10th, To make any fraudulent Grant or Conveyance of his Lands, Tenements, Goods or Chattels, to the Intent, or whereby his Creditors may be defrauded or delayed in the Recovery of their just Debts.

21 Jac. I. C. 11th, Being arrested for Debt, shall after his Arrest lie in Prison two Months upon that or any other Arrest or Detention for Debt. These to be Lunar Months.

12th, Procuring any Protection; as that of Foreign Ambassadors, the Verge of the Court, or any other than that of Privilege of Parliament.

13th, Being arrested for 100l. or more, of just Debt or Debts, and escaping out of Prison.

Palmer 325 14th, If a Man conceals himself in his House but a Day or an Hour, to delay or defraud his Creditors, it makes him a Bankrupt.

15th, If a Merchant-Trader indebted keeps in another Man's House, or on Ship-board; it is adjudged a keeping in his House; but the withdrawing must be on Purpose to defraud Creditors; and if a Man goes sometimes at large so as he may be met with one Time or other, it will excuse him.

16th, Neglecting to make Satisfaction for any just Debt to the amount of one hundred Pounds, within two Months after Service of legal Process for such Debt, upon any Trader having Privilege of Parliament.

5 Geo. II. C. 17th, Paying or giving Security to a petitioning Creditor whereby he shall privately have more in the Pound than the other Creditors, constitutes a fresh Act of Bankruptcy, supercedes the Commission obtained by such favoured Creditor; and another Creditor by Petition, shall have a new Commission granted; and the first petitioning Creditor shall be obliged to refund the Sum or Sums he had partially received from the Bankrupt, and shall be excluded from all Benefits whatever under the second Commission; his whole Debt being forfeited.

4 Geo. III. C. 18th, Any Member of Parliament being a Merchant and owing more than 100l. to any one Creditor, and not paying, receiving, or compounding with such Creditor, or not giving Bond with two sufficient Sureties to be approved by a Judge of the Court in which the Action is brought, within two Months after he has been served with a Summons for that Purpose, shall be accounted a Bankrupt.

1 Sal. 110. If a Man commits a plain Act of Bankruptcy, as keeping House, &c. though he after goes abroad, and is a great Dealer, yet that will not purge the first Act of Bankruptcy: but if the Act was not plain, but doubtful, then going abroad, and trading, will be an Evidence to explain the Intent of the first Act; for if it was not done to defraud Creditors, and keep out of the Way, it will not be within the Statute.

If after a plain Act of Bankruptcy committed, he pays off, or compounds with all his Creditors, he is become a new Man.

Sal. 109. Lying in Prison makes a Man a Bankrupt from the first Arrest, that is from the time of his first Arrest, upon which he lies in Prison, and not where he puts in sufficient Bail, for that might be infinitely prejudicial and mischievous, and no Man would ever safely pay or receive from a Tradesman.

The last Resolution is contradicted by that in *Smith and Stracy*, where it is held by *Holt*, that if a Defendant renders in Discharge of his Bail, and lies two Months, he is a Bankrupt from the first Arrest, and not from the Render only, but the Commission being taken out before the two Months were expired, it was held ill taken out.

The lying in Prison two Lunar Months makes a Man a Bankrupt from the first Arrest, and although the Commission was taken out before the two Months were expired, yet he appearing afterwards to be a Bankrupt by a Relation to a Time before the taking out the Commission, it was held sufficient.

Acts of Bankrupts must be *in fraudem Creditorum*, as if a Man be outlawed it must be *in fraudem Creditorum*.

A fraudulent Deed, made long before any other Act of Bankruptcy committed, shall not be deemed an Act of Bankruptcy.

If after a Commission is issued, the Bankrupt should pay, or satisfy, or secure, the petitioning Creditor his Debt, such Payment, Satisfaction, or Security shall

*Hop v. Gill*,  
adjudged by  
*Lord Raym.*  
at *Guildhall*,  
*Mich. 5 Geo.*  
*II.*  
*1 Keb. II.*  
*Bratford's*  
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*Cartwright v.*  
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shall be an Act of Bankruptcy, and the first Commission shall be superseded, <sup>5 Geo. II. C. 30. S. 24.</sup> and a new one granted.

To prefer a Bill or Petition to the King, or any of his Courts, to compel the Creditors to compound, or give further Time, is an Act of Bankruptcy.

In Respect to the Attachments and Sequestrations, they must be of the Party's immediate procuring, and not by his mere *Default* or *Laches* to make him a Bankrupt within the Stat. 1 Jac. I. C. 15. And what Sales and Conveyances made by Persons, shall be deemed fraudulent within the Statute to make them Bankrupts may be considered two Ways;

1. Either such as are made long before a Person becomes a Bankrupt, &c. or;
2. Such as are made some short Time before; for what is done after the Time <sup>Gooding 30.</sup> of Bankruptcy is totally void. <sup>31.</sup>

If a Trader finding himself in a sinking Condition with Respect to his Fortune makes a Conveyance of all his Land and Goods to Trustees, for the Payment of his real Debts, and then absconds; this Conveyance, though it may be truly and honestly intended, shall not excuse him, for his very absenting makes him a Bankrupt; but if he does not abscond, and declares his Intention to pay his Debts, and the Trustees act accordingly, paying proportionably as far as it will go; such a Conveyance, without other Act, shall not make him a Bankrupt, as here is no Fraud.

Before the making the Statute 5 Geo. II. C. 30: one *Norcourt*, who had long followed the Business of a Goldsmith, on *Michaelmas* Day 1726, after shutting up his Shop, and contemplating his Inability to pay what he owed, made an Assignment to one *Small*, of two Leases, and also of two Thirds of his Stock in the Wine Trade, which he was concerned in with one *Oudley*, being about the Value of 300*l*. and this he did to give a Preference to his Creditor *Small* (though without his Knowledge) and to secure his Debt, who in Friendship had then lately advanced him a considerable Sum of Money. *Norcourt* never opened his Shop again, but went off the very next Day, and was afterwards found a Bankrupt, and to have become such the Day after *Michaelmas* Day; and on taking out the Commission all his Estate was assigned by the Commissioners to one *Man*, an Assignee.

On this, *Small*, who was the Assignee of these Leases, and likewise of the two Thirds in the Wine Trade, brought his Bill against *Man*, the Assignee in the Commission, and against *Oudley*, the Partner in the Wine Trade, to oblige them to account; it was here objected for the Defendants, that this Assignment made by the Trader when it was resolved by him that he would be a Bankrupt the next Day, and to prefer this Creditor to all others, by which the equal Distribution of his Effects intended by the Statute is prevented, must be a void Assignment; besides it being made without the Privity of *Small*, &c. is therefore fraudulent; after all which, *Small* comes to have this established, and through Partiality to be assisted in a Court of Equity, which, if allowed, will effectually set aside such Parts of several Statutes as give an equal Distribution of the Bankrupt's Estate to all his Creditors.

*Master of the Rolls*. This is a Case of Consequence, as it affects Trade in general, and as it tends to frustrate the Statutes made for the equal Distribution of Bankrupts' Effects; but I still think the Assignment made by *Norcourt* to *Small* the Plaintiff is good, and that he is entitled to an Account of this Wine Trade against the Defendant *Oudley*.

As to the Matter of Bankruptcy, that is a Term not known to our common Law, but introduced by Statutes; the 3d of Hen. VIII. C. 4. which is the first, is very imperfect, the next of the 13th of Eliz. C. 11. is more large, and that Statute has been since enlarged by several subsequent ones: Now these Statutes do ascertain what Acts make a Bankruptcy, and there can be no such Thing as an equitable Bankruptcy, it must be a legal one.

There may be just Reason for a sinking Trader to give Preference to one Creditor before another; to one that has been a faithful Friend, and for a just Debt, for Money lent to him in Extremity, when the rest of his Debts might be due from him as a Dealer in Trade, wherein his Creditors may have been Gainers; whereas the other may not only be a just Debt, but all that such a Creditor has in the World to subsist upon; in this Case, and so circumstanced, the Trader honestly

may, nay, ought to give the Preference; and in such Case, it is not the Time when the Assignment was made by the Trader that is material, provided it be before the Bankruptcy, but the Justness of the Debt is very material.

The Objection, that *Small* the Assignee did not know of this Assignment seems rather an Advantage to him, for this shews, that there was no Fraud nor Importunity used by the Assignee; and oftentimes, upon the Account of mere Importunity, a Trader has, when in Trouble, been prevailed upon to make such Assignment.

And as to the Creditor, the Assignee's coming into Equity, I admit that every Person who comes here, ought to come with an innocent and just Cause; and the now Plaintiff, for what appears, does so; however, what distinguishes the present Case in his Favour is, that the Assignment being of a *Chose in Action*, he could in the Nature of the Thing apply no where else for Relief, or to have the Benefit of the Assignment, but in Equity.

As to Precedents, the same was done in the Case of *Cock and Goodfellow*, where the Assignment was made by Mrs. *Cock*, just before her Bankruptcy, and in Trust for her own Children; and as to Part, it was but a Direction to the Trustee to assign her Stock in the Bank, &c. and Lord *Macclesfield* declared, that this was so far from being an Act of Fraud in Mrs. *Cock*, though it was for her own Children, that it seemed to be just and commendable. So in the Case of *Jacob and Shepberd*; the Trader *Shepberd* was on the Brink of Bankruptcy, and the Deed brought ready engrossed to him, which he executed a little before his Bankruptcy, to give a Preference to some of his Creditors; indeed I doubted this, but on an Appeal, the Lord Chancellor *Macclesfield* ordered a Trial, to be informed when the Trader became a Bankrupt: and the Execution of the Deed being found to have been before the Bankruptcy, the Decree was in Favour of the Deed. The like happened in Sir *Stephen Evans's* Case, who having executed a Deed immediately before his Bankruptcy, and with a View to prefer some Creditors, the same prevailed. So that according to these Precedents, I must decree in Favour of this Deed, giving a Preference to the Plaintiff.

*Narcure's*  
Case, Mich.  
1727.

With respect to plain Acts of Bankruptcy, after what has been stated, no Doubts can arise; but there are some delicate Circumstances, to which it is highly necessary for all Merchants and Traders to pay strict Attention, lest they should inadvertently commit an Act of Bankruptcy, which may subject them to temporary Disgrace; and considerable Expence before the Commission can be superseded.

Any keeping House for the Purpose of delaying a Creditor, even for a very short Time, will be an Act of Bankruptcy.

*Calkett v.*  
*Freeman*

Thus upon a Rule to shew Cause why a new Trial should not be granted, it appeared that at the Trial, the only Question that arose was concerning the Act of Bankruptcy alleged to have been committed by *Falch*; as to which the Facts were as follows: *Falch* being in bad circumstances, on the Evening of the 7th of January, 1786, expressed his Concern to his Clerk, and his Fears that he should not be able to answer a Bill which would become payable the next Day; and desired him to come earlier than usual the next Morning, and be in the Way; in Case the Holder of that Bill should enquire for him, to deny him. In Fact, that Bill-holder did call the next Morning before nine o'Clock, and presented a Bill for Payment, when the Clerk gave him the Answer as he was directed, that his Master was not at home. Afterwards however, in the Course of the same Day, *Falch* appeared in Public, and having procured some Money from a Friend whom he met, he sent for the Bill and paid it before five o'Clock that Day. The learned Judge directed the Jury to find their Verdict for the Plaintiffs, in as much as the Act of Bankruptcy was complete, by the Denial of a Creditor with Intent to delay him, notwithstanding the Jury, which was a special one, suggested to him at the Time, that by the Practice of Merchants in the City of London, the Payer of the Bill has the whole of the Day on which it becomes due till five o'Clock to pay it in. However, the Judge repeating to them his Opinion upon the Point of Law, they found their Verdict accordingly.

The Court of King's Bench in delivering Judgement against the Rule for a new Trial argued the Point of Law very amply, each of the Judges assigning his Reasons

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Reasons for supporting the Direction of *Judge Buller*, who tried the Cause, to the Jury; and the Sum of the whole Argument appears to have been comprised in the following Observations of *Judge Ashurst*. "I have always understood the general Rule to be, that when a Trader commits an *unequivocal* Act of Bankruptcy, nothing that passes afterwards can explain it away." The Conversation with the Clerk or the Evening preceding the Denial, and the Denial consequent upon it, clearly proved an Intention to delay the Creditor; and *Earl Mansfield's* Opinion was cited, who had directed the Jury to find a Verdict for the Plaintiff in a Case still more remarkable, with Respect to the Delicacy of mercantile Credit, than the present. The Circumstances were these: A Bill having become due, and the Acceptor being pressed for Payment, desired the Holder to call upon him the next Morning at a Friend's House in *Bridge-Street*, and he would pay him; the Holder went accordingly, and the Acceptor, at his own Request, was denied to him. Upon being asked by his Friend, if he was aware that he had been committing an Act of Bankruptcy; he answered with Surprise in the Negative, and said that he did not mean to do so, and went afterwards and paid the Bill. His Lordship said, that if the Jury were satisfied that the Denial had been with a View to delay the Creditor at the Time, it was an Act of Bankruptcy; and if so, it could not be purged by paying the Bill afterwards.

It was observed also by the Court, that the Term of "purging an Act of Bankruptcy" is frequently perverted, and had often been complained of by *Lord Mansfield*, who, on several Occasions, took the Opportunity to declare, that it can only mean, that, if the Act done be in itself *equivocal*, other Circumstances may be called in to explain it; but, if the Act be a clear *unequivocal* Act of Bankruptcy, it cannot be purged or explained away by subsequent Circumstances. See the Speeches of the Judges, in a valuable Treatise intitled, *The Bankrupt Laws*, by *William Cooke, Esq.* Second Edition, 2 Vols. 8vo. London, 1788.

*Of the Commission and Commissioners, and how they may examine the Bankrupt, his Wife, and others.*

A Commission of Bankruptcy can issue only upon the *Petition and Affidavit* 5 Geo. II. C. of a Creditor or Creditors, and not unless the single Debt of such Creditor, 30. S. 23. or of two or more, being Partners, petitioning, amounts to 100*l.* or unless the Debt of two Creditors, so petitioning, shall amount to 150*l.* or unless the Debt of three or more Creditors, so petitioning, shall amount to 200*l.* and also upon such Creditors, giving Bond to the Lord Chancellor, Keeper, or Commissioners of the Great Seal, in the Penalty of 200*l.* conditioned for proving their Debts, as well before the Commissioners, as on a Trial at Law, as also for proving the Party Bankrupt at the Time of taking out the Commission, and farther to proceed on such Commission as by the Statute directed.

One petitioned for a Commission of Bankrupt against *Lee*, and his Debt 1 *Perr Will.* (amounting to 100*l.*) appeared to consist of Notes, made payable by the Bankrupt 78*l.* Hil. to other Persons, who had indorsed them to the Petitioner, and to have been Term 1721. bought in by him at ten Shillings in the Pound; upon which it was objected, ex Parte Lee. that a Creditor coming by his Debt in this Manner was not entitled to sue out a Commission; but Lord Chancellor *Macclesfield* ruled, that though the Petitioner had thus gained the Notes, he was a Creditor for the full Sums of them, and may sue out a Commission accordingly.

A Commission of Bankruptcy is not a Matter discretionary, but to be granted 1 *Fern.* 152. *de Jure*; and it has been adjudged, that if all the petitioning Creditors for a Commission should agree to have it discharged or superseded, it may be granted; and in Case other Creditors, that were not Petitioners, should pray a Renewal of the Commission, or a Revocation of the *Superfedeas*, it may be granted. Alderman B. Ansell's Case.

After a Commission is issued forth, and dealt in by the Commissioners, they 1 *Jur.* I. C. may proceed though the Bankrupt die. 15. S. 1.

The Commission shall not abate by the Death of the King; and Commis- 2 *Shew. Cases* sions shall be renewed on the Death of the Commissioners, upon paying half 193. 5 *Geo.* II. C. Fees. 30. S. 45.

The



13 *Eliz. C. 7.* The Commissioners are appointed under the Great Seal, and ought to be Men, as the Lord *Coke* says, of Wisdom, Honesty, and Discretion; as they have Power over the whole Estate, Freehold, Copyhold, Goods, Debts, Chattels, and Effects of the Bankrupt.

Ditto. The Commissioners may sell the Bankrupt's Land by Deed inrolled; they may sell his Goods without Inrolment, but not Land.

1 *Vent. 360.* The Commissioners may send for and examine such Persons as have, or are suspected to have, any of the Bankrupt's Goods, Wares, or Debts in their Custody, Power, or Use, and who are, or be suspected to be indebted to the Bankrupt, and to examine them on their Oaths, or otherwise, as they shall think fit, touching the Premises; and if any refuse to be examined, or do not discover the whole Truth, they shall forfeit double the Value of the Goods concealed, to be distributed by the Commissioners, as the rest of the Bankrupt's Estate.

1 *Jac. I. C. 15. 10.* The Commissioners have Power to commit Persons refusing to appear to be examined, or appearing, who refuse to be examined on Interrogatories.

5 *Mod. 308.* One *Bracey* was committed by the Commissioners for refusing to be examined, and the Warrant concluded, that he shall be committed until he conform to the Authority of the Commissioners; the Words of the Statute 1 *Jac. I. C. 15* are "until he submit to the Commissioners, and be by them examined."

1 *Sal. 348.* This was held to be a void Commitment, and *Bracey* was discharged upon an *Hab. Corp.*

1 *Jac. I. C. 15. 8. 11.* Witnesses to have their Charges, to be taxed by the Commissioners, and paid out of the Estate; and being guilty of Perjury, or Subornation of Perjury, indictable and punishable according to the Stat. 5 *Eliz.* against Perjury.

S. 15. The Commissioners shall declare to the Bankrupt how they have bestowed his Lands and Goods.

21 *Jac. I. C. 19.* The Commissioners empowered to examine the Bankrupt's Wife, touching the Estate.

They may by their Warrant appoint their Officers to break open the Bankrupt's House, Shop, &c.

5 *Gen. II. C. 30. S. 16. 17.* Commissioners may examine all Persons, as well by Word of Mouth, as on Interrogatories; relating to the Trade, Estate, and Effects of the Bankrupt, or any Act or Acts of Bankruptcy committed, and may reduce into Writing the Answers on verbal Examinations, which shall be signed by the Examinant, and in Case of a Refusal to answer, or not fully answering all lawful Questions, or refusing to sign the Examination, not having a reasonable Objection to the Wording thereof, or otherwise to be allowed by the Commissioners, they may commit till the Party complies; but the Question refused to be answered must be stated in the Warrant of Commitment.

If a Warrant of Commitment be insufficient in Form, and a *Hab. Corp.* be brought; the Court or Judge before whom the *Hab. Corp.* is brought, shall make a new Commitment to the same Prison, unless it appears that the Party had before complied.

5 *Gen. II. C. 30. S. 43.* Commissioners are incapable of acting till they have taken an Oath that they will faithfully, impartially, and honestly behave in the Execution of the Commission, which Oath they are to administer to each other, and keep a Memorandum thereof by them, signed, among the Proceedings.

*The Oath is as follows:*

*I A. B. do swear, that I will faithfully, impartially, and honestly, according to the best of my Skill and Knowledge, execute the several Powers and Trusts reposed in me, as a Commissioner in a Commission of Bankrupt, against E. F. late of, &c. and that without Favour or Affection, Prejudice, or Malice.*

So help me God.

No Time is generally limited for the taking out the Commission, though the sooner doubtless the better for the Creditors; and the *Proviso* in the Stat. 21 *Jac. I. C. 19.* as to particular Cases, mentions, that the Commissioners must be sued within five Years after the Time when the Party became a Bankrupt.

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*A.* took out a Commission of Bankruptcy against *B.* and kept it for six Months without doing any Thing therein; he then executed it; and the Party was found a Bankrupt: On a Petition to supersede this Commission, it was said by *A.* in Excuse for keeping it so long by him unexecuted, that he was not at first certain his Proof was sufficient to find *B.* a Bankrupt; but it appeared afterwards there were good Grounds for a Commission, and that he was bound to be a Bankrupt accordingly.

In this Case the Lord Chancellor said that it was very wrong in *A.* to keep the Commission thus long in his Pocket; and until he had sufficient Proof of the Bankruptcy he ought not to have taken out the Commission, which, by having been kept so long private, might have been the Means of drawing in Multitudes of People to give Credit to the Bankrupt, and of furnishing him with Opportunities of defrauding many; wherefore he superseded the Commission; and it being objected that this would only bring a fresh Expence upon the Bankrupt's Estate by the Charge of another Commission; his Lordship replied, he would take Care that the former Commission should not be at the Charge of the Bankrupt's Estate.

A Commission, at the Complaint of 15 Creditors, was issued on the Statute of Bankrupts, against Alderman *Backwell*, who died shortly after; and these Creditors having a Judgment, and supposing thereon they might have better Remedy than their Proportion would amount to on the Commission, they stuck to that, and the Heir of the Bankrupt paid their Debts; and no other Creditors appearing then to prosecute, the Commission by their Consent was superseded; after which, thirty other Creditors sued for a Discharge of the *Superfedeas*, which, after being argued before Lord Chancellor *Jefferies*, was done, and his Lordship renewed the Commission: for the Reasons, that when a Commission is granted, it is not for the Benefit of the Petitioners only; but expressly for the Benefit of all the Creditors.

If there is a joint Commission against two Partners, though one of them should die, the Commission may still proceed; but if one of the joint Partners be dead at the Time of taking out the Commission, it abates, and is absolutely void, because they must be each found Bankrupts. And where a joint Commission is prosecuted all the Partners must be included, for a joint Commission against two of several Partners cannot be sustained;

Therefore, in an Action brought by *Allan* and others, as Assignees of *Marlar* a Bankrupt, together with *Down* surviving Partner of *Pell*, against *Hartley* and *Francis*, upon a Bill of Exchange due from the Defendants to the House of *Marlar*, *Pell* and *Down*, an objection was taken at the Trial to the Mode of proving the Assignee of *Marlar* intitled to join in the Action with *Pell*, the Solvent and surviving Partner. To support their right they first produced a Commission against *Marlar*, *Stewart*, and *Boyd* as Partners, but that failed them, because on the evidence it appeared that the Commission as to *Boyd* was fraudulent, he not having committed any Act of Bankruptcy, but by Contrivance. The Plaintiffs next produced a Commission against *Marlar* and *Stewart* only, to which it was objected that there was no such Partnership, the Firm being *Marlar*, *Stewart* and *Boyd*. The Plaintiffs then offered in Evidence, a Plea in an Action brought three Years before, upon the same Bill against the present Defendants, in which they had pleaded that *Marlar* was a Bankrupt, and therefore the Action not maintainable by *Marlar*, *Pell* and *Down*. To this Plea there had been a Demurrer, but upon the Argument, the Parties consented that no Judgment should be given, and the Plaintiffs discontinued.

It was contended by the Plaintiffs' Counsel that the Defendant having pleaded that *Marlar* became a Bankrupt, and the Demurrer having admitted that Fact, it was Evidence against the same Defendants, being in Truth their own Allegation. Mr. Justice *Buller*, who tried the Cause, non-suited the Plaintiffs. The Court was moved to set aside the Non-suit; and after hearing the Argument of Counsel, Lord *Mansfield* said, the Plaintiffs came as Assignees, and to support their Claim they set up two Commissions. There is no Doubt there may be a Commission

against one Partner separately, without making the Rest of the Partners Bankrupts. So there may be a Commission against all the Partners in a House, and under such Commissions both the joint and separate Estate will be assigned, and the different Classes of Creditors will have the Shares allotted to each. But the Objection to one of the present Commissions is, that it was taken out against three Partners, and only two are found to have committed Acts of Bankruptcy. Such a Commission is void to all Purposes, for it cannot be void as to one, and valid as to the Rest, and no Instance is cited to the Contrary. The Objection to the other is, that it is a Commission against two of three Partners. A Commission may be joint or several, but this is neither; on the Ground of the Plea, it appears that no Judgment was given, and no use made of the Plea. There is no Case to shew that the Pleadings of Counsel are Evidence of the Facts alleged. An Answer in Chancery is Evidence, for there it is presumed a Man speaks upon Deliberation, what is true and upon Oath; but a Bill is fictitious, it does not aver Facts as true, but suggests them, and calls for Answers to ascertain them. It may be withdrawn or amended, and decides nothing: "Let the Rule for shewing Cause why the Nonsuit should not be set aside, be discharged."

A Commission having issued against one *Hugbes*, on a certain Day at eleven o'clock in the Morning, the Commissioners met, and proceeded to declare him a Bankrupt, and the Declaration was signed by them between three and four o'clock in the Afternoon, and the Assignment of the Bankrupt's Goods executed by Six, at which Instant the Commissioners had Notice, that the Bankrupt died that Day at one in the Afternoon, which was the first Notice they had of his Death: On a Bill brought against an Assignee under the Commission, for an Account of such Goods of the Bankrupt, as had come to his Hands, the Defendant pleaded the Commission, and the Proceedings thereon; and the Lord Chancellor *Talbot* held the Plea to be good.

*Talbot's*  
Chan. Cafe.  
184.  
*Hill*. 1735.

For the Meeting of the Commissioners in Order to declare the Party a Bankrupt, and whatever is done in Pursuance of the Commission, shall be taken to be a Dealing in it, if never so minute; and the rather, for that the Statutes of Bankrupts, being remedial Laws, are to be beneficially construed in Favour of the Creditors; and therefore my Lord would not overthrow this Commission, and all the just Right of the Creditors claiming under it.

A Commission of Bankruptcy was taken out against a Person, and upon the Bankrupt complaining, that one of the Creditors had come in under the Commission and proved his Debt, yet he had arrested the said Bankrupt, who in his Petition prayed to be discharged; and here Lord Chancellor *King* observed, that it had been the Construction of the Court of Equity upon the latter Statute, which discharges the Bankrupt of his Debts, on his procuring a Certificate, signed by four Fifths of his Creditors and allowed by the Chancellor, that where a Trader becomes a Bankrupt, and any one of his Creditors comes in on the Commission, to prove his Debt, though with Design only to oppose the Bankrupt's Certificate, nevertheless this Proceeding of the Creditor is an Election to take his Remedy for his Debt under the Commission; and, if pending that, the Creditor sues and arrests the Bankrupt, it is taken to be an Oppression: Therefore he ordered the Creditor at his own Expence to discharge the Bankrupt out of Custody. But he said, if such Creditor would wave having any Benefit under the Statute, stay a reasonable Time, and there was an Improbability of the Bankrupt's being able to gain his Certificate, signed by four Fifths, in Number and Value, of his Creditors, or allowed by the Court; in such Case, if the Creditor should apply to the Court, declaring his Consent to wave any Right or Share of the Bankrupt's Estate under the Commission, and praying that he might sue the Bankrupt; it would be reasonable and proper for the Court to give Leave to such a Creditor to proceed at Law against the Bankrupt for his Debt.

*Mich*. 1725.

*Salkeld's* Cafe.  
a Peer Will.  
Rep. 560.  
*Fris*. 1729.  
*L. C. Parker*.

One *Salkeld*, a Clothier in Town, was indebted to one *Hale*, for Cloths which *Salkeld* made over to a Relation for a pretended Debt; on which *Hale* brought an Action against him, and having obtained Judgment, took him in Execution on a *Capias ad Satisfaciendum*, about two Years after the Act 5 Geo. I. C. 24. was made. The Relation took out a Statute against *Salkeld*, in Order

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to serve him, and *Hale* was prevailed on to be an Assignee, though the Bankrupt's Estate proved to be only a few Shillings, and some desperate Debts.

*Salkeld* thereupon petitioned that he might be discharged out of Execution, since *Hale*, at whose Suit he was taken, had come into the Commission and proved his Debt, and not only so, but was the Assignee under it. That though *Hale* had proposed waving all Benefit and Advantage accruing from the Commission, yet this was now too late, he having come in under it, proved his Debt, and consented to be an Assignee, which was a plain Election to proceed this Way, and such Election being once made, could not be waved afterwards. But by Lord Chancellor *Parker*: This Commission was plainly sued out fraudulently by the Bankrupt's Relation, to discharge the Bankrupt out of Custody; the Proposal is fair on the Creditor's Side to wave any Benefit under the Commission, and therefore ought to be accepted; and the Creditor cannot be said to elect to be satisfied out of an Estate, when there is no Estate, which more particularly distinguishes this Case. I will not discharge this Bankrupt to the Prejudice of a Creditor, where it appears, on the Face of the Thing, that the Commission was sued out in Favour of the Bankrupt himself, by his Relation, and not for the Service and Advantage of the Creditors.

*Of the Bankrupt's Surrender, Examination, Discovery, Allowance, and Certificate; and of entering the Proceedings, &c. of Record.*

AFTER the Commissioners named in a Commission of Bankruptcy sued for, have, in Consequence of Proofs made to them, found any one to be a Bankrupt; they make and sign the following Declaration, *viz.*

WE whose Names are hereunto subscribed, or underwritten, being the major Part of the Commissioners appointed for the Execution of the Commission of Bankruptcy, awarded against *C. D. &c.* upon the Oath and Examination of divers Witnesses, do conceive, or have found, that the said *C. D.* the — Day of *January* last, or before the suing forth of the said Commission, was and did become a Bankrupt, within all or some of the Statutes, made concerning Bankrupts; and accordingly we declare him to be a Bankrupt, and to have been so from that Time.

G. H.  
I. K.  
L. M.

*But the Commissioners are generally cautious in declaring the Bankruptcy from a certain Time, but leave it to a Trial at Law, in Case there be any Question or Doubt of it; and this is to secure themselves from Actions that may be brought against them.*

Also it is here observed, that the Declaring of the Commissioners, whether he be a Bankrupt or not, doth not acquit or charge him, unless in Truth it were so.

And after they have declared the Party a Bankrupt, they then make out the following Warrant for seizing his Effects.

WHEREAS the King's Majesty's Commission under the Great Seal of Great-Britain, grounded upon the several Statutes made concerning Bankrupts, bearing Date at *Westminster* the same Day with this our Warrant [or according to the Date] had been awarded against *A. B. of, &c. Dealer and Chapman*, directed to us who have hereunto set our Hands and Seals, together with *F. C. Esq;* and *D. S. Gentlemen*; and we being the major Part of the Commissioners named and authorised by Virtue of the said Commission, having begun to put the said Commission in Execution, upon due Examination of Witnesses, or other good Proof upon Oath before us taken, have found that he the said *A. B.* did for several Years last past trade and deal as a Chapman, and by such his Dealings became indebted to *C. D. of, &c. Hatter*, in the Sum of one hundred and eighty







And after such Surrender, the Bankrupt shall, at all reasonable Times, before the Expiration of the forty-two Days, or such further Time as shall be allowed him to finish his Examination, be at Liberty to inspect his Books, Papers, Writings, and Accounts, in the Presence of his Assignee or Assignees, or any Person appointed by them, and shall have Liberty to bring with him such Persons as he shall think fit, not exceeding two at a Time, to make out such Extracts and Copies from thence as he shall think fit, the better to enable him to make a full and true Discovery of his Estate and Effects; and in Order thereto the said Bankrupt shall be free from all Arrests, Restraint, or Imprisonment of any of his Creditors in coming to surrender, and from the actual Surrender of such Bankrupt for and during the said forty-two Days, or such farther Time as shall be allowed him for finishing his Examination.

Provided the Bankrupt was not in Custody at the Time of such Surrender, and in Case he shall be arrested for Debt, or on any Escape Warrant in coming to surrender himself, or after his Surrender within the Time afore-mentioned, that then upon producing such Summons, under the Hands of the Commissioners or Assignees, to the Officer who shall arrest him, and making it appear to such Officer, that the Summons was signed by the Commissioners or Assignees, and giving the Officer a Copy thereof, he shall be immediately discharged; and in Case any Officer shall detain such Bankrupt, after he shall have shewn such Summons to him, and made it appear it was signed as aforesaid, in his Custody, such Officer shall forfeit and pay to the Bankrupt for his own Use, the Sum of five Pounds for every Day the Officer shall detain him, to be recovered by Action of Debt in any of his Majesty's Courts of Record at Westminster, in the Name of the Bankrupt, with full Costs of Suit.

A Commission of Bankrupt issued against *Philips de Fries* in the Month of July 1732, and he was declared a Bankrupt, and required to surrender himself to the Commissioners; and when the Messenger executed the Warrant of Seizure, the Bankrupt, without Resistance, delivered up his Keys and Effects to him, and promised to submit to the Commissioners, and comply with the Directions of the Act.

The Summons was not served upon him till the first Day mentioned for his Surrender in the *Gazette*, and three Days after executing the Warrant of Seizure, and about an Hour after the Service of the Summons, and before he surrendered himself, he was arrested, and thereupon he petitioned the Lord Chancellor, amongst other Things, to be discharged; and the Petition came to be heard before he had surrendered himself; and upon the Hearing, Lord Chancellor King so far considered what he had done, and which was all that he could then do, as a Compliance with the Act, that he held he ought to be discharged, but dissuaded the Bankrupt from suing the Officer for the Penalty; and thereupon an Order was made accordingly by Consent.

Every such Bankrupt, after Assignees shall be appointed, is to deliver upon Oath or Affirmation, before one of the Masters of Chancery, or Justice of Peace, unto such Assignees, all his Books of Accounts and Writings, not seized by the Messenger of the Commission, or not before delivered up to the Commissioners, and then in his Power, and discover such as are in the Power of any other Person, that any Ways concern his Estate; and every such Bankrupt, not in Prison, shall after such Surrender be at Liberty, and is required to attend such Assignees upon Notice in Writing, in Order to assist in making out the Accounts of the Estate.

If the Person against whom the Commission is taken out, is in Prison or Custody, the Commissioners grant their Warrant to the Warden of the Fleet, or Marshal of the King's Bench, or to any Person who has the Bankrupt's Body in Custody on mefine Process, to bring him to be examined before them.

But if the Bankrupt is in Execution, and cannot be brought before the Commissioners, then the acting Commissioners shall from Time to Time attend the Bankrupt in Prison or Custody, and take his Discovery as in other Cases.

It is undoubtedly the Obligation of every Person, who is so unfortunate as to have a Commission of Bankruptcy taken out against him, to behave in every Respect with the greatest Integrity, and to do all Things in his Power to serve his Creditors, as well by his Assistance in settling his Accounts, which he should carefully place in the clearest and truest Light, as by his diligent Attendance on the Assignees, and putting them in the best Method of securing and recovering his Effects; for the Loss of his Creditors should not be augmented through his Neglect, as a Man has it always in his Power to be honest, though he cannot command Fortune, or very often prevent Misfortune; however, as Honesty is not a constant Attendant on all Bankrupts, the Law has furnished the Commissioners with a sufficient Power to oblige them to submit to an Examination, and to make them be just in it. For

13 Eliz. C. 7.  
1 Jac. I. C. 15.  
21 Jac. I. C.  
19.

5 Geo. II. C.  
30. S. 1.

If the Bankrupt shall refuse to be examined, or not give a full and satisfactory Answer to every Interrogatory ministered to him by the Commissioners, it shall be lawful for them to commit the said Offender to some strait or close Imprisonment, there to remain until he shall better conform himself. And,

If the Bankrupt shall not, within forty-two Days after Notice for his Surrendering in Writing, left at the usual Place of his Abode, or on Personal Notice if the Bankrupt be in Prison, and Notice given in the *London Gazette*, that such a Commission is issued, and of the Time and Place of Meeting of the Commissioners, surrender himself to them, and sign such surrender, and submit to be examined from Time to Time upon Oath, by and before such Commissioners, and in all Things conform to the several Statutes already made and now in Force concerning Bankrupts, and also upon such his Examination, fully and truly disclose and discover all his Effects and Estate, real and personal, how and in what Manner, and to whom and upon what Consideration, and at what Time or Times he hath disposed of, assigned or transferred any of his Goods, Wares, Merchandizes, Monies, or other Estate and Effects, and all Books, Papers, and Writings relating thereto, of which he was possessed, or in, or to which he was any Ways interested or intitled, or which any Person or Persons had or hath, or have had in Trust for him, or for his Use, at any Time before or after the issuing of the said Commission, or whereby such Person, or his Family, hath, or may have, or expect any Profit, Possibility of Profit, Benefit, or Advantage whatsoever, except only such Part of his Estate and Effects as shall have been really and *bona Fide* before sold or disposed of in the Way of his Trade and Dealings, and except such Sums of Money as shall have been laid out in the ordinary Expences of his Family; and also upon such Examination, deliver up to the said Commissioners all such Part of his Goods, Wares, Merchandizes, Money, Estate, and Effects, and all Books, Papers, and Writings relating thereto, as at the Time of such Examination shall be in his Possession, Custody or Power, his necessary Wearing-Apparel, and that of his Wife and Children only excepted, then he, the said Bankrupt, in Case of any Default and wilful Omission, in not surrendering and submitting to be examined as aforesaid, or in Case he shall remove, conceal, or embezzle any Part of such his Estate, real or personal, to the Value of twenty Pounds, or any Books of Accounts, Papers, or Writings relating thereto, with an Intent to defraud his Creditors, and being thereof lawfully convicted by Indictment or Information, shall be deemed and adjudged to be guilty of Felony, and shall suffer as a Felon, without Benefit of Clergy, or the Benefit of any Statute made in Relation to Felons; and in such Case, such Felon's Goods and Estate shall go and be divided among the Creditors, seeking Relief under Commission.

Ditto, S. 3.

Though it is lawful for the Lord Chancellor, Lord Keeper, or Commissioners of the Great Seal, to enlarge the Time for such Person's surrendering himself, and discovering his Effects, as the said Lord Chancellor, &c. shall think fit, not exceeding fifty Days, to be computed from the End of the said forty-two Days; so as such Order for enlarging the Time be made by the Lord Chancellor, &c. six Days, at least, before the Time on which such Person was to surrender himself, or make such Discovery as aforesaid.

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# OF BANKRUPTCY.

When the Bankrupt has past his last Examination, and his Certificate is signed by four Fifths of his Creditors in Number and Value, who have proved their Debts, and have each owing to them 20*l.* or upwards, the Commissioners then certify to the Lord Chancellor, that the Bankrupt hath in all Things conformed to the several Statutes made and now in Force concerning Bankrupts, and the said Bankrupt having made Oath that the signing his Certificate was obtained fairly and without Fraud, and due Notice having been given of his said Conformity in the *London Gazette*, and no Objection made by any of the Creditors to the Allowance thereof, his Lordship is pleased to allow the Certificate in the following Manner :

May 10, 1791.

WHEREAS the usual Notice hath been given in the *London Gazette* of Tuesday the Day of and none of the Creditors of the above-named A. B. have shewn any Cause to the contrary, I do allow and confirm this Certificate.

Thurlow, C."

When such Certificate is allowed, the Bankrupt is discharged of his Debts, and is not liable to be sued or arrested for any one entered into before his Failure, although he should be taken in Execution or detained in Prison in Consequence of a Judgement obtained before his Certificate was allowed and confirmed; and it shall be lawful for any one or more of the Judges of the Court wherein Judgement has so been obtained, on the Bankrupt's producing his Certificate allowed and confirmed, to order any Sheriff, Bailiff, or Officer, Gaoler or Keeper of any Prison, who hath or shall have such Bankrupt in his Custody, by Virtue of any such Executions, to discharge him without Payment of any Fee or Reward.

A Bankrupt having his Certificate allowed, and having slipt his Time of Pleading at Law to a Debt precedent to the Bankruptcy, is not to be relieved in Equity.

A Bankrupt after his Certificate was allowed, was sued for a Debt due before his Bankruptcy; the Court on the Circumstances of the Case did relieve, though it will not relieve on a Matter purely of mispleading.

A Certificate discharges not only the Person of the Bankrupt but also his Estate subsequently accrued.

The Preamble to this Act states, That many Bankrupts are confined in Prison, notwithstanding they have delivered up their Effects. And, that Bankrupts; for Fear of being arrested and thrown under long Imprisonment, abscond and secrete themselves from their Homes, or go abroad into foreign Parts, to the great Distress of their Families, and the Detriment of the Kingdom: For Remedy whereof it is enacted,

That Bankrupt who was in Custody on or before 25th March, 1772, for any Debt due before Commission issued, and who conforms to the Bankrupt Laws, and never was committed for Contumacy, or Non-compliance with these Laws; any Judge of the Court whence the Process issued against the said Bankrupt, on his Petition may summon Plaintiff to appear to shew Cause, why he should not be discharged from his Imprisonment; Bankrupt first making Oath that Debt did not accrue before issuing Commission, and Plaintiff not appearing, or not proving that Bankrupt concealed any of his Effects, or did not conform himself to the Laws against a Bankrupt, the Judge shall by Warrant or other Instrument, discharge him from Imprisonment for any Debt due before Commission issued; and he shall not be liable to be arrested for any Debt due or contracted before such Commission issued. And, if arrested, shall be discharged in like Manner as aforesaid from every such Arrest.

Bankrupts included in Stat. 12 Geo. III. C. 47. S. 3. having not as yet returned Home, or not being able to Act in their Occupations, from some certain Circumstances of their Case, such Persons, though they have not gained a total Discharge from their Creditors, or their Debts under their Commissions, may apply by Petition or Motion to the Court of Chancery, setting forth such Grievance and Circumstance they may lie under, relative to such Commission,

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Geo. III. C.  
30, S. 10.

Ex Parte  
Goodwin  
2 Fern. 696

Trin. 1715.  
Blackwall v.  
Combs.

Tr. Ark. Rep.  
257. Pl. 138.

12. Geo. III.  
C. 47.

Sec. 3

14 Geo. III.  
C. 77. Sect.  
63.

tion, which Petition, &c. the Court is to refer to a Master; and, upon Report or Hearing thereof, shall direct the Commissioners to certify the Proceedings under the Commission, and Court shall make such Order thereupon for the Relief of such Bankrupts, as shall seem proper.

16 Geo. III. Bankrupts on or before the 22d Jan. 1776, who have duly conformed, fur-  
C. 38. S. 69. rendered, and submitted, and who have not been guilty of Contumacy, nor discharged under their Commissions, may petition and move the Court of Chancery, upon this Grievance of the Case: Which Matter the Court may refer to a Master, and, upon Report, the Chancery may direct the Commissioners to certify Proceedings, and order their Discharge or Relief.

18 Geo. III. Bankrupts who have not obtained their Certificates, and Discharge from their  
C. 52. S. 75. Debts under the Bankrupt Acts, or being imprisoned before the 28 Jan. 1778, and against whom Commissions have been awarded, who have duly conformed, and not been committed by Commissioners for Contumacy, and are in Prison for Debt, or secrete themselves for Fear of their Creditors, and shall be sued, may apply to the Judge of the Court where Process issued, to summon Plaintiffs, to shew Cause why Bankrupts should not be discharged, on making Oath that the Debt accrued previous to the Commission; and on satisfying the Judge, that they fully disclosed and delivered up their Estate and Effects, and upon also making it appear to him, that they had duly conformed, and that the Commissions were not fraudulently obtained, hereupon, the Plaintiffs not proving any Concealment, the Judge may discharge Bankrupts, on their entering common Appearances; and if they be afterwards arrested, such Judge may order them, upon Summons, to be discharged, which Sheriffs and their Officers are to do on Notice; but Bankrupts in all other Respects remain subject to the Law.

Sec. 76. Bankrupts before 28 Jan. 1778, who have conformed, and not been committed for Contumacy, and yet not discharged, for Want of their Certificate, may, within twelve calendar Months from the Date of the Commission, petition or move the Court of Chancery, on the true Circumstances of the Case; which Court may order the Commissioners to certify Conformity, or Non-conformity; whereupon Court of Chancery is to direct an Advertisement in the Gazette for allowance of Certificate (though same be not signed by four-fifths in Number and Value of Creditors) and if no sufficient Cause be shewn within the Time limited by the Advertisement, the same is to be allowed and the Bankrupt ordered Relief and Discharge\*.

A Creditor petitions against the Allowance of a Bankrupt's Certificate, upon which the Bankrupt gives him a Bond for Payment of his whole Debt, in Consideration of withdrawing his Petition, and in Consequence of his so doing the Bankrupt obtains his Certificate; but refusing afterwards to comply with his Bond, the Creditor put it in Suit against the Bankrupt, who pleaded the Act of Parliament, and that the Bond was obtained in Order to procure his Discharge; but he could not be relieved in Equity against the Bond.

A joint Commission was taken out against the Defendant and Partner, and their Certificate was allowed; and the Defendant was now sued by the Plaintiff for a Debt due on his separate Account, and arrested; to which the Plaintiff pleaded, that the Cause of Action arose before that of Bankruptcy, and therefore moved that he should be discharged out of Custody, upon filing common Bail, which was allowed; it being held, that the Statute of the 5th of Geo. II. which says, *that in Case in any such Bankrupt shall afterwards be arrested, prosecuted, or impleaded for any Debt due before such Time as he became Bankrupt, such Bankrupt shall be discharged upon common Bail*, is in general Words, that the Bankrupt shall be discharged on common Bail, from all Debts owing by him before the Bankruptcy, and makes no Distinction between a joint and separate Commission.

Three Commissions of Bankrupt issued at the same Time, one against A. separately, one against B. separately, and a joint one against A. and B. as Partners in Company; and the Certificates on the two separate Commissions were confirmed

\* These are the most recent Statutes made in Favour of Bankrupts.

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by the Lord Chancellor, and delivered to the Bankrupts, and four Fifths in Number and Value of the Company Creditors signed a Certificate for the Bankrupt's Discharge on the joint Commission :

But at the Time the joint Certificate was to have been confirmed, one of the joint Creditors applied by Petition to the Lord Chancellor ; suggesting that *A.* had lost more than five Pounds at Gaming in one Day, within the Year before the Commission issued, and therefore was not entitled to be discharged ; and the Lord *Macclesfield* not only refused to confirm the joint Certificate, but ordered the former separate Certificate of *A.* to be recalled and disallowed, and allowed the joint Certificate as to *B.* only.

And being a Matter of great Consequence to *A.* who as soon as his Certificate was allowed, had engaged very considerably in Trade, he ordered his Cafe to be stated, and took the Opinion of the most eminent Counsel thereon ; and the Questions arising from this Cafe, were,

1<sup>st</sup>, Whether it was in the Power of the Lord Chancellor, after a Certificate was duly allowed and delivered to the Bankrupt, and enjoyed by him for several Months, to recall the same *ex Officio*, and deprive the Party of the Benefit of the Discharge.

If the Bankrupt has lost five Pounds at one Time, and the Fact shall be proved before the Allowance of the Certificate, I think the Certificate ought not to be allowed by the Commissioners of Bankruptcy, or by the Great Seal ; but if the Bankrupt hath conformed in all Things, and his Certificate hath been allowed, without any Objections made upon the Account of Gaming by the Creditors, I conceive there is not a Power given to the Great Seal to recall the Certificate.

*S. Cowper, 14 June, 1725.*

2<sup>dly</sup>. Whether a separate Certificate discharged the Partner from joint Debts ; and the Answer of a great and learned Person, was this,

I was clearly of Opinion at first, that the Bankrupt's separate Certificate, so long as it continued in Force, discharged the Bankrupt, not only from such Debts as were owing from the Bankrupt on the separate Account, but likewise such as were owing on the Partnership Account ; so I continue in the same Opinion. I also concur in Opinion with Mr. *Cowper*, that the Lord Chancellor cannot legally recall the Certificate after it is once confirmed, upon the Account of a Fact which was never proved, or ever objected, before the Allowance of the Certificate.

The Opinion of another most eminent Person to these Questions, was as follows :

1<sup>st</sup>. As to the Chancellor's Power of recalling the Certificate, he says thus— This is a Question of considerable Difficulty ; but I am rather of Opinion that such a Confirmation cannot be revoked, so as to prevent the Bankrupt's Discharge ; because, by the Statutes, conforming to the Acts, and a Certificate confirmed, is made an actual Discharge of the Bankrupt's Debts due at the Time of his Bankruptcy ; and a Revocation, after the Debts are once extinguished, seems to come too late.

And as to the second Question, whether a separate Commission discharged joint Debts ? his Answer was this :

As the Statute extends expressly to all Debts, I am of Opinion that Partnership Debts, being Debts of *A.* the Certificate is equally a Discharge to those Debts as well as others.

There was another Question which arose on this, and being equally interesting with the preceding ones, I have chosen to give the whole at large, for the Satisfaction and Information of my Readers, and it was this, *viz.*

The said *A.* before his Bankruptcy being a Merchant in *London*, and in the Way of his Trade, at the Time he became a Bankrupt, was indebted to several Persons in *Virginia*, and other Plantations : And the Question was, whether his Certificate when confirmed here, would discharge him against such Debts, in Cafe he went into those Parts ?

And the Opinion of the late Lord *Talbot*, when he was a Counsellor, was as follows :

The



Lord Talbot's  
Opinion,  
when Coun-  
sel, as to  
Plantation  
Debts.

The Effects of *A.* in the Plantations are liable to the Commission here, and the Right to them is vested in the Assignees; and it seems reasonable that this Certificate should be equally extensive as to his Discharge: However as the Laws of *England*, made since *Virginia* and the other Plantations were settled, do not extend to them unless they are expressly named, and as the Laws relating to Certificates do not expressly extend to the Plantations, I am of Opinion, that a Certificate confirmed here will be no Discharge to *A.* if a Suit is commenced against him in *Virginia*, or the other Plantations.

C. Talbot, Dec. 24, 1723.

Another  
Opinion.

And there was also the Opinion of another great Man to this Purpose:

I am of Opinion, that the Act of Parliament will not extend to any of the Plantations, unless they had been particularly mentioned; they being governed by particular Laws and Constitutions of their own making.

In the Year 1732, a Commission of Bankruptcy issued against *Richard Jackson*, Tea Merchant, and an Assignment was made of his Estate to *Thomas Wright* and *James Huey*, in Trust for his Creditors.

Ex Parte  
*Jackson*, be-  
fore Lord  
*Hardwicke*,  
in 1744.

Upon his Examination he made a Discovery of his Estate and Effects, and four Parts in five of his Creditors signed his Certificate; but the Commissioners did not think proper to sign it.

Afterwards he set up the Trade of a Distiller, and in Consequence of such Trading, he became indebted to several Persons, and particularly to one *Thomas Sorrel* in 100*l.* and upwards.

On the 31st of *June* 1739, *Sorrel* sued out another Commission of Bankruptcy against him, and he submitted to such second Commission, and obtained his Certificate, which was allowed by the Lord Chancellor on the 5th of *June*, 1740.

He then returned to his first Trade, of a Tea Merchant, and contracted Debts to the Amount of several hundred Pounds.

In *May* 1740, *Wright* and *Huey*, the Assignees in the first Commission preferred a Petition, in the Names of themselves and all the Rest of the Creditors under the said first Commission, in order to set aside the second Commission and his Certificate, which was advertised in the *Gazette* to be allowed, unless Cause was shewn to the contrary.

And pending this Petition, viz 24 *May* 1740, a Notice was published in the *London Gazette*, for a Meeting of the Creditors under the first Commission, who afterwards met those under the second Commission; and these latter agreed to give the former a Sum of Money to withdraw their Petition, which they accepted, and withdrew their Petition accordingly; and the Bankrupt having had his Certificate confirmed, continued his Business as before.

But two of his Creditors under the first Commission, on the 17th of *December* 1743, preferred a Petition to the Lord Chancellor, setting forth the Matters before mentioned, and that *Jackson* had not made a fair Discovery of his Estate, and had prevailed on the Assignees under the first Commission not to attend their Petition, by Means whereof the said Bankrupt, to their great Surprise, had obtained his Certificate.

That they were advised, that the second Commission was obtained fraudulently, and that the issuing of the same under those Circumstances was irregular, and that the said Certificate was obtained in order to prevent the Creditors under the first Commission from recovering their Debts, though they were assured the Bankrupt was then able to pay them.

They therefore prayed that the Commission might be supereded, and that all Proceedings under the same, with the Bankrupt's Certificate, might be set aside.

But his Lordship ordering the Parties to attend, and that the Proceedings under both Commissions should be produced; and the Petition coming on before his Lordship, after being learnedly argued by the Gentlemen at the Baron both Sides, he was pleased for the following Reasons, among others, to dismiss the Petition:

1st. Because the Parties had acquiesced in the Allowance of the Certificate under the second Commission, from the 5th of *June* 1740, being the Time of *Jackson's* obtaining

obtaining such Certificate, to the 17th of December 1743, and had never made any Complaint of the same.

That there had been a Meeting between the Assignees and several of the Creditors, under the first and second Commission; and that the Petition, which was intended to be presented to the Court for staying the Bankrupt's Certificate under the second Commission, was by the Consent of the Assignees and Creditors under the first Commission, who were present and had publick Notice in the *Gazette* to meet the Assignees and Creditors under the second, and circular Letters sent them for that Purpose; and that they had agreed, that such Petition should be withdrawn, in Consideration of a Sum of Money paid by the Creditors under the second Commission, to the Creditors under the first Commission; and that this was in the Nature of an Acquiescence and Consent from the Creditors of the first Commission, that *Jackson* should have his Certificate under the second Commission.

3dly. That it did not appear to him, but that the Petitioners were well acquainted with the Steps that were taken by the Assignees and Creditors in the first Commission, in Regard that they had not denied the same by their Affidavit, but had only sworn that they did not know, remember, or believe, that they ever consented to the withdrawing of the Petition, preferred by the Assignees as aforesaid, to set aside the Certificate under the second Commission; and that if the Assignees had done amiss, the Creditors had a Remedy against them.

4thly. That *Jackson* had, under the Sanction of the Court, carried on a considerable Trade, and that it would be contrary to the Justice of a Court of Equity, to prejudice innocent Persons, who might have been induced to give future Credit, believing him to be a free Person, on having such Certificate; and the Consequence would be, that all his Dealings from that Time must opened and unravelled.

When a Bankrupt has in all Things conformed himself to the Acts made concerning Bankruptcy, he shall be allowed by the Assignees *5l. per Cent.* out of the nett Produce of all the Estate that shall be recovered in and received; provided the said nett Produce, after such Allowance, shall be sufficient to pay the Creditors ten Shillings in the Pound, and so as the said *5l. per Cent.* shall not amount in the whole to above *200l.* and in Case the nett Produce, after deducting the following Allowance, shall be sufficient to pay the Creditors twelve Shillings and Sixpence in the Pound, the Bankrupt in this Case shall be allowed *7l. 10s. per Cent.* so as that such Allowance shall not amount in the whole to above *250l.* And in Case the nett Produce, after the following Allowance is deducted, shall be enough to pay the Creditors fifteen Shillings in the Pound, the Bankrupt shall be allowed *10l. per Cent.* provided it does not amount in the whole to above *300l.* But if the said Bankrupt's Estate is not sufficient to pay the Creditors ten Shillings in the Pound nett, as aforementioned, then, and in such Case, the Bankrupt shall only be allowed so much as the Assignees and Commissioners shall think fit, not exceeding *3l. per Cent.*

The Commissioners shall, upon lawful Request made to them by the Bankrupt, not only make a true Declaration to him of the employing and bestowing all his Lands, Tenements, Hereditaments, Offices, Fees, Goods, Wares, Money, Chattels, and Debts paid and satisfied to his Creditors; but also make Payment of the Overplus of the same, if any such shall be, to the said Bankrupt, his Executors, Administrators, or Assigns; and the Bankrupt, after full Satisfaction of his Creditors, shall have full Power and Authority to recover and receive the Residue and Remainder of the Debts to him owing.

*Lord Hardwicke* directed, that a Bankrupt who had paid *14s. 6d.* in the Pound, who had his Certificate, and a Release from his Creditors of all further Demands, shall stand in the Place of the Assignees to get in the Remainder of the Debts, on giving a proper Indemnity to the Assignees, that they might not be called to an Account for such Money so received. *Tr. Atk. Rep. 145. Pl. 84.*

And though the Bankrupt shall have obtained his Certificate, and the same has been duly confirmed, it does not put an End to his Duty of Attendance, as he is obliged to give it upon every reasonable Notice in Writing delivered to him, or left at his usual Place of Abode, by the Assignees, thereby requiring him to attend them,

them, in Order to make up, adjust, or settle any Account or Accounts between such Bankrupt, and any Debtor to, or Creditor of him, or to attend any Court or Courts of Record, in Order to be examined touching the same, or for such other Business as the Assignees shall judge necessary, for getting in the Bankrupt's Estate and Effects; and for which Attendance the Bankrupt shall be allowed the Sum of two Shillings and Sixpence *per Diem* by the Assignees, to be paid out of the Estate; and in Case such Bankrupt shall neglect or refuse to attend, or on such Attendance shall refuse to assist in such Discovery, without good Cause to be shewn to the Commissioners for such his Neglect or Refusal, to be by them allowed as sufficient, such Assignees making due Proof thereof upon Oath, before the said Commissioners, they the said Commissioners are hereby empowered and required, to issue a Warrant directed to such Person or Persons as they shall think proper, for apprehending such Bankrupt and him committing to the County Jail, there to remain in close Custody without Bail or Mainprize, until he shall duly conform to the Satisfaction of the said Commissioners, and be by them, or the special Order of the Lord Chancellor, or otherwise by due Course of Law discharged; and the Jailor is thereby required to keep such Person in close Custody within the Walls of the Prison, until he be duly discharged as aforesaid.

*5 Geo. II. c. 30. S. 9.* In Case any Commission of Bankruptcy shall issue against any Person, who after the 24th of June, 1732, shall have been discharged by Virtue of this Act, or shall have compounded with his Creditors, or delivered to them his Effects, and been released by them, or being discharged by any Act for Relief of Insolvent Debtors, then the Body only of such Person conforming, shall be free from Arrest and Imprisonment; but the future Estate of such Person shall remain liable to his Creditors; the Tools of Trade, necessary Household Goods, and necessary Wearing Apparel of such Bankrupt, and his Wife, and Children excepted, unless the Estate of such Person shall produce clear fifteen Shillings in the Pound.

*Ditto, S. 12.* Nothing in this Act shall give any Advantage to any Bankrupt, who shall upon Marriage of any of his Children have given above the Value of 100*l.* unless he shall prove by his Books, or otherwise, upon his Oath or Affirmation before the Commissioners, that he had remaining other Estates sufficient to pay every Person to whom he was indebted their full Debts; or who shall have lost in one Day the Value of 5*l.* or in the whole the Value of 100*l.* within twelve Months next preceding his becoming Bankrupt, at Cards, Dice, Tables, Tennis, Bowls, Billiards, Shovel-board, or Cockfighting, Horse-races, Dog-matches, or Foot-races, or other Game, or by bearing a Share in the Stakes, or betting, or that within one Year before he became Bankrupt, shall have lost 100*l.* by Contracts for Stocks, or Shares of any publick Funds, where such Contract was not to be performed within one Week from the Making, or where the Stock was not actually transferred.

*Ditto, S. 14.* Upon Certificate under the Hands and Seals of the Commissioners, that such Commission is issued, and such Person proved before them to become Bankrupt, it shall be lawful for any of the Justices of any of his Majesty's Courts of King's Bench, or Common Pleas, or Barons of the Exchequer, &c. and they are required, upon Application made, to grant their Warrants for apprehending such Person, and him to commit to the common Jail of the County, where he shall be apprehended, there to remain until he be removed by Order of the Commissioners; and the Jailor to whose Custody such Person shall be committed, is required to give Notice to one of the Commissioners, of such Person being in his Custody; and the Commissioners are empowered to seize the Effects of such Bankrupt, the necessary Wearing-Apparel of such Bankrupt, or of his Wife or Children, excepted, and his Books of Writings, which shall be then in the Custody of such Bankrupt, or of any other Person in Prison.

*Ditto, S. 15.* If any Person so apprehended shall, within the Time allowed, submit to be examined, and conform as if he had surrendered, such Person shall have the Benefit of this Act, as if he had voluntarily come in.

*Ditto, S. 41.* Upon Petition of any Person, the Lord Chancellor may order such Commissions, Depositions, Proceedings, and Certificates to be entered of Record; and in

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Cafe of the Death of the Witnesses, proving such Bankruptcy, or in Cafe the said Commissions or other Things shall be lost, a Copy of the Record of such Commissions or Things signed and attested as herein is mentioned, may be given in Evidence to prove such Commissions, and Bankruptcy, or other Things; and all Certificates, which have been allowed, or to be allowed, and entered of Record, or a true Copy of every Certificate signed and attested, as herein is mentioned, shall and may be given in Evidence in any Courts of Record, and without further Proof taken to be a Bar and Discharge against any Action for any Debt contracted before the issuing of such Commission, unless any Creditor of the Person that hath such Certificate shall prove such Certificate was fraudulently obtained; and the Lord Chancellor shall appoint a Place near the Inns of the Court, where the Matters aforesaid shall be entered of Record, where all Persons shall be at Liberty to search; and the Lord Chancellor shall by Writing appoint a proper Person, who shall, by himself, or Deputy to be approved by the Lord Chancellor by Writing, enter of Record such Commissions, and other Things, and have the Custody of the Entries thereof; and also appoint such Fee for his Labour therein, as the Lord Chancellor shall think reasonable, not exceeding what is usually paid in like Cases; and the Person so to be appointed, and his Deputy, shall continue to enter of Record all the Matters aforesaid, and to have the Custody of the same, so long as they shall behave themselves well; and shall not be removed but by Order in Writing, under the Hand of the Lord Chancellor, on good Causes therein specified.

Contingent Debts not proveable under the Commission are *not* discharged by the Certificate. *Bar. Rep. 2446.*

It does not discharge Bankrupt from Bond of Indemnity, where the Breach was after the Bankruptcy.

Bankrupt's Certificate will not discharge him from a Debt which he owes as Executor. *Fr. Att. Rep. 102.*

Nor, according to Lord Mansfield, from a Judgement *de bonis testatoris si, &c.* and *de bonis propriis* for the Costs, obtained between the Commission and Certificate, on a false Plea of no Assets, in an Action on Testator's Bond. *Pl. 50, 51. Bar. Rep. 1368.*

Bankrupts not obtaining their Certificates, are excepted from the Act for the Benefit of Insolvent Debtors, unless they are relieved by Conformity, &c. according to 12 and 14 Geo. III. *28 Geo. C. 13. 1 Geo. III. C. 17. S. 80.*

*Of the Assignment, and Bargain and Sale of the Bankrupt's Estate. Of the Inrolment, and what shall pass thereby, or be such an Interest as the Commissioners may assign.*

THE Commissioners may sell by Bargain and Sale, all the Lands, Tenements, Hereditaments, as well Copy as Freehold, which the Bankrupt had in his own Right, before he became Bankrupt; and also all such Lands, Tenements, and Hereditaments, as he shall have purchased or obtained by Money, or other Recompence, jointly with his Wife or Children, to the only Use of such Offender, and all such Use, Interest, Right, or Title as he shall have in the same, which he may part withall. This must be by Deed indented and inrolled; and Bargaince may not enter till *composit*, with the Lord and Admittance. *13 Eliz. C. 7. S. 2. Bargain and Sale of a Copyhold by Commissioners passes the Estate, and vests it in the Assignees without Admittance. Cro. Car. 569. 13 Eliz. C. 7. S. 3. William Jones 451. S. C. 13 Eliz. C. 7. S. 11. M. v. Lit. 116. 2 Fern. 194.*

The Commissioners may likewise assign all the Bankrupt's Fees, Annuities, Offices, Goods, Chattels, Wares, Merchandizes, and Debts.

If a Bankrupt after his Bankruptcy purchase any Lands, Tenements, or Hereditaments, Free or Copy; Offices, Fees, Goods, or Chattels; or in Cafe any of them shall descend, revert, or by any Means come to any Bankrupt before his Debts are paid, such future Acquisitions are made subject to the Commission, and may be assigned.

The Father, on the Marriage of his Son, covenants, during his own Life, to pay him fifteen Pounds *per Ann.* the Son becomes a Bankrupt; and the Assignee files a Bill against the Father, to have the Benefit of the Agreement, and to compel Payment of the fifteen Pounds *per Ann.* It was held that the Assignee is not entitled to have a Performance of an Agreement made with the Bankrupt.

A Le-



*London v. Grant.*  
2 Vern. 432.  
But he had obtained a Decree for such Legacy before his Bankruptcy, and was reported due.  
C. 637.  
1 Jac. I.  
C. 15, S. 5.  
Ditto, S. 1.  
21 J. 1, C.  
19, S. 12, 13.

*Abr. Equity Cases, 54.*

*Allen's Case.*

A Legacy given to a Bankrupt before his Bankruptcy was assigned.

If a Bankrupt convey to his Children, or other Persons, any of his real or personal Estate, except the same shall be purchased, or conveyed, or transferred to his Children in Consequence of Marriage, or some valuable Consideration, the Commission shall over-rule.

Commissioners may assign all Debts, due, or to be due to the Bankrupt, which shall fully vest the Property in the Assignee, and he may sue in his own Name.

The Commissioners by Bargain and Sale, indented and inrolled in one of the Courts of Record at *Westminster*, may grant any Lands or Hereditaments, of which the Bankrupt hath an Estate in Tail, in Possession, Reversion, or Remainder, except whereof the Gift of the Crown, the Reversion or Remainder shall be in the King, and the Commissioners may redeem Mortgages upon Lands or Goods.

A Man devised his Lands in Mortgage to be sold, and the Surplus to be paid his Daughter, who married a Man who soon after became Bankrupt and died; upon a Bill brought by the Assignees against the Wife, to have the Land sold and the Surplus paid to them, the Court dismissed the Bill.

As to the Sale of Lands in a Bankrupt's own Possession at the Time of his Failing, the Case of *Allen*, in the *Chancery*, 1 Jac. I. is a very remarkable one; and was as follows: *Edwards*, a Citizen of *York*, who had served the Office of Sheriff there, being indebted to *Allen*, *Haberfley*, and others of *London*, for Wares sold, became a Bankrupt; upon which *Allen* and *Haberfley*, and some other Creditors of *London*, by a Petition to the Lord Chancellor, procured a Commission of Bankruptcy against the said *Edwards*, to certain Commissioners therein named; who, by Deed of Bargain and Sale inrolled, sold all the Bankrupt's Lands to *Allen* and *Haberfley* for 400*l.* the Land being then worth 2400*l.* but was sold so cheap on account of many Incumbrances on it, made long before *Edwards* was a Bankrupt, or became indebted to *Allen*, or any of the *Londoners* who sued out the Commission.

After this Sale, the Commissioners, *Allen*, and the other petitioning Creditors, upon full Consideration had of the Bankrupt's Estate, which stood encumbered with a Mortgage, Statute, and Leases, made an Agreement with the Bankrupt and his Friends to this Effect; viz. That the Creditors would take ten Shillings in the Pound for their due Debts, and *Smith* and *Wood* were the Bankrupt's Securities for Payment of the same; and it was agreed, that *Allen* and *Haberfley* should convey the Bankrupt's Land to them for their Security, which Agreement was certified by the Commissioners: and they did also certify, that *Allen*, after this Agreement refused to comply therewith, and sought the Advantage of Law, to the great Loss and Hindrance of the rest of the Creditors, and to the Undoing of *Edwards*, his Wife, and Children.

In Execution of this Agreement, twelve Pounds ten Shillings was paid to one of the Creditors, and Books were drawn and ingrossed by one of the Commissioners ready for perfecting the Assurance; notwithstanding all which, *Allen* refusing the Agreement with *Haberfley*, preferred a Bill against *Edwards* and others, complaining, that the Mortgage, Statute, and Leases were all fraudulent, and the Money being paid was kept on Foot by Practice, to prejudice the Creditors, and the Sale made by the Commissioners: Whereupon *Edwards*, *Smith*, and *Wood*, preferred a cross Bill against *Allen* and *Haberfley*, for the Performance of the Agreement of ten Shillings in the Pound, and to convey the Land to *Smith* and *Wood* according to the Agreement.

At the Hearing of the Cause upon *Allen's* Bill, the Lord Chancellor, finding it confessed, that of the Mortgage Money there was but thirty Pounds unpaid, ordered that *Allen*, paying the thirty Pounds, should have the same conveyed to him and *Haberfley* & al. and the Statute to be discharged, which was done accordingly and a Decree made, that *Allen* and *Haberfley*, and their Heirs, should enjoy the Lands according to the Sale of the Commissioners, free from the Incumbrances and Charges of the Statute, and the Person who had it was left to the

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the Law; but upon another Motion, his Lordship had stayed the *Liberate*, after Extent upon that Statute; and so it rested.

*Allen* having gotten the Incumbrances thus cleared by the Court of *Chancery*, fought to hold the Lands for the 400*l.* only, which were worth 2400*l.* although he had covenanted with the Commissioners in the Bargain and Sale, that if the Lands were sold for more than 400*l.* within three Years, he would pay the Overplus towards the Satisfaction of the Creditors; and all Incumbrances being discharged within the three Years, as aforesaid, yet he would hold the Land for 400*l.* and pay no more for it.

In another Term, *Allen* gets a Commission out of *Chancery*, to the Sheriffs of *York* there, to put him in Possession of the Land, upon the first Decree in *Chancery* made for him; and *Allen*, with the Under-Sheriff, cast *Edwards's* Children all out of Doors in Frost and Snow, that they were infected to succour themselves in a Mash-Fat, and when some of the Tenants of the Land would have taken them in, and relieved them, *Allen* threatened to turn them out of their Tenements if they did so; and did turn one of the Tenants out of his House, who entertained them but one Night. Also *Allen* took divers Cattle and Goods that were *Edwards's* Father's, and not the Bankrupt's; and the old Man suing for them in the *Kings-Bench* Court, *Allen* procured an Injunction out of *Chancery*, and staid all the Suits as long as the old Man lived, who shortly died; and *Edwards* and his Wife at *London*, following the Suit to be relieved against *Allen*, died both together of the Plague, leaving seven poor Children behind them.

The Lord Chancellor, being informed of this Extremity by Petition and Affidavit, gave Direction that the Bill which *Edwards, Smith*, and *Wood* preferred upon the Agreement of ten Shillings in the Pound, should be revived in Behalf of the poor Children; and his Lordship assigned *Wood* their Guardian to prosecute, and *Francis Moore* he assigned to be of their Counsel in *Forma Pauperis*.

This Cause coming to Hearing, and the Agreement appearing confessed by *Allen's* Answer, and proved by the Certificate of the Commissioners, and divers Witnesses; the covetous and unconscionable Dealing of *Allen* likewise appearing plainly, by the Covenant which they took of *Allen*, the Lord Chancellor decreed *Allen* should pay the Overplus of the Value of the Lands above 400*l.* if they should be sold for more; and the uncharitable and unchristian Usage of *Allen* towards the poor Children of *Edwards*, being all Infants not able to help themselves, considered, did decree, that *Allen* and the Rest should be satisfied with ten Shillings in the Pound for their Debts, according to the Agreement certified by the Commissioners; but no Abatement to be made of the 400*l.* paid for the Land, nor of the 30*l.* paid for the Mortgage; and withall, that *Allen* should have reasonable Allowance for Costs of Suit; and for this Purpose his Lordship made a Reference to Sir *John Tindal*, a Master in *Chancery*, to cast up the Estate of the Bankrupt and the Debts, and to certify what Overplus he found for the Relief of the poor Children.

Sir *John Tindal* often heard the Cause, and the Allegations of *Allen* and his Counsel, and in the End made a Certificate of the Estate real and personal of the Bankrupt, and of the Debts, and made all Allowances as by the Order was directed, and gave to *Allen* for Costs of Suit two hundred Marks, and to *Haberley* a hundred Marks, and seventy Pounds to all the Creditors that sued out the Commission; and for the Residue, did propose it as his Opinion, that *Allen* should keep the Land, and pay the Overplus of the Value thereof above the 400*l.* or part with the Land to *Smith & al.* who would pay *Allen* and the other Creditors according to the Report, and yield the Overplus to the Children, amounting to 600*l.* or thereabouts.

On reading the Master's Report, the Lord Chancellor gave Time to *Allen* to make his Election, whether he would keep the Land and pay the Money, or part with the Land and receive the Money; And as *Allen* made no Election, but insisted upon the Advantage, to have the Land for 400*l.* worth 2400*l.* and would render nothing to the Creditors, nor to the poor Children:

The Lord Chancellor did now decree, that *Allen* should receive the Money mentioned in the Report, which was much more than in Equity was any Ways due unto him, and convey the Lands according to the Report; and for not performing this Decree, *Allen* was committed to Prison. *This Cause began the 1<sup>st</sup> Jac. and ended 11<sup>th</sup> Jac. 1.*

*W. Jones,*  
Rep. 103.  
4 Car. 1. D.R.  
*Audley and*  
*Holby.*

It is laid down as a Rule, that where the Owner of Lands, &c. by his own Act may not controul a Gift or a Charge; there, if he becomes a Bankrupt, the Gift or Charge may not be defeated: so that if a Man bargain and sell Lands, and before Inrolment becomes a Bankrupt; and the Deed afterwards is inrolled; in that Case, the Land may not be sold by the Commissioners of Bankrupts, but the *Bargainee* shall hold the Land discharged from the Commissioners. And where a Person gives Lands, upon a precedent Condition, to be performed by the *Donee*, and becomes a Bankrupt, after which the Condition is performed, this defeats the Power of the Commission.

Although the Commissioners in the aforementioned Case cannot sell the Land, where the Party before Inrolment becomes a Bankrupt, according to the Rule laid down by *Jones*, yet it is said, if he makes a Feoffment of Lands, and a Letter of Attorney to give Livery, and then becomes Bankrupt before the Seisin is delivered, these Lands may be sold by the Commissioners. The Reason of the Difference is, in the first Case the *Bargainee* is in by the Bargain and Sale, by Relation from the Execution thereof, and not by the Inrolment; and the Bankrupt could not by his own Act defeat this; but no Estate in the other Case passeth at all till the Livery be executed; and then in this last Case, his Letter of Attorney is revocable, and his becoming a Bankrupt before the Estate is executed, is *quasi* a Countermand or Revocation in Law.

In Ejectment, upon a special Verdict, the Question was, whether the *Venditor* or *Bargainee* of the Commissioners upon the Statute of Bankrupts, of Lands by Deed indented, may by his Lessee maintain an Ejectment before the Inrolment of the Deed, although it be inrolled after the Action brought; Here it was said by the Court, that there is a great Difference between this Case and the Case of a Bargain and Sale by the Statute 27 Hen. VIII. Cap. 10. of Uses; for the Estate there passeth by the Contract, and the Use is executed by the Statute: Then comes the Statute of Inrolments, Cap. 16. of the same Year, which enacts, That no Estate shall pass without Inrolment of the Deed indented, and that within six Months, the Words of the Act being, unless it be by deed indented and inrolled, and therefore the Contract is with the Party that had the Estate, and the Deed is appointed to be inrolled within a certain Time.

*Perry v. Bowers,*  
1 Term 196,  
197.

But here the Commissioners have not any Estate, only a Power which ought to be executed by the Means prescribed by the Statute, with the Circumstances thereby directed; that is, not only by the Deed indented, but inrolled also: And if they do not pursue the Act according to their Power, there is no Execution or Effect to pass the Estate; and it would be very dangerous to make any other Construction, as no Time is limited by the said Act for the Inrolment; for it were inrolled any Time after seven, or twenty Years, or a longer Time, it shall relate as well to the making of the Deed, as any shorter Time; and Judgment was given for the Defendant.

1 Frat. 361.

The Case being argued by *Saunders*, as reported in *Ventris*, he pleaded, that in the Case of Inrolment of a Bargain and Sale, the Deed itself passeth the Use, and the Statute of Inrolment obstructs the Operation of it till Inrolment; but when that is done, it passeth by the Deed: That here needs no Relation to avoid the Mischief of mean Assignments from the Bankrupt, because he is restrained from the Time of his first Act of Bankruptcy; and on the other Side, the Mischief would be very great, if there should be a Relation from the Inrolment, in Regard the Statute limits no Time for the doing of it, so that it may be inrolled many Years after; and if this should relate to punish *mesne Trespasses* the Inconvenience would be very great, for such Trespasses are, until the Inrolment, exposed to the Actions of the Bankrupt.

That generally in Cases of common Law, there is no Relation, as in the Case of Feoffment and Livery, but stronger in Case of a Grant of a Reversion, where the

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the Attornment is but the Assent of the Tenant; yet it shall not relate to the Grant: It would be hard if Relation should be admitted to make a Man liable to Trespass; and it has been much doubted, whether a Bargainee before an actual Entry can maintain Action of Trespass.

*Per Curiam*, where Executors sell by Authority given by Will, the Vendee is in the *Per* from the *Divisor*, but here in the *Post*, and by the Statute; and it must be very inconvenient to admit of Relation, because no Time is fixed for the enrolment.

The Judges in this Case afterwards gave their Opinions, that Sale by Commissioners of Bankrupts, if of Lands, ought to be by Deed inrolled, and is void if otherwise; and that this depends upon the different Penning of the Statute from that of Inrolment; they likewise held, that here shall be no Relation.

A Sale of intailed Lands by the Commissioners shall be good against the Bankrupt and his Issue, and bar Persons in Remainder or Reversion, as much as if himself had suffered a common Recovery. A Case has been put on this Clause of the Statute 21 Jac. I. If Lands are settled on A. and B. his Wife, before Marriage, for their Lives; and after their Deceases, to the Use of the first Son of their Bodies lawfully begotten, and to the Heirs Male of such first Son; and for Want of such Issue, to the Use of the second Son, &c. in Tail Male, and so to the tenth Son; A. becomes a Bankrupt before he hath a Son; whether the Commissioners may sell these Lands, and make a good Estate to the Purchaser? It is held they may; for though A. is here not Tenant in Tail, but a bare Tenant for Life, the Words in the Statute being, that the *Bargain and Sale shall be good against all and every other Person or Persons whatsoever, whom the Bankrupt might cut off and debar by common Recovery, or otherwise from any Remainder, Reversion, Rent, Profit, Title, or Possibility*: It seems this Bargain and Sale shall be good; for A. the Father, before Issue, by his bare Feoffment, might destroy the contingent Estate; as it is in *Archer's Case*, 1 Rep. 67. But was the Settlement made so, as to support the contingent Remainder, as is usually done, so that the Father could by no Means debar it by any Act he could do, then it would make a greater Question; and yet if the Commissioners could not sell in such Case, as Settlements are generally made now, the Act in this Point might be easily eluded: However this is to be understood in voluntary Settlements.

In Consideration of Marriage, a Man makes a Conveyance to the Use of himself and his Wife; afterwards he becomes a Bankrupt, on which a Commission is taken out, and the Lands are sold by the Commissioners; the Sale has been adjudged good. It is observed in this Case, that within half a Year after the Settlement, the Party became Bankrupt; so as there seems to be a Fraud in the Conveyance; but it is not expressed in the Pleading, as it might have been; and this is not in Dispute upon a special Verdict, but comes in Question on a Point of Pleading, which is to be strongly taken against him that pleads it; and he does not express any valuable Consideration, as he might have done; as Consideration of a Portion, or Performance of Articles made on Marriage, or that the Wife had joined in selling some Part of the Land.

A Settlement was made by the Husband, for a Jointure of his Wife, reciting, *Still's Rep.* that the Wife had joined with the Husband to sell Part of her former Jointure, *288.* in which he and she were Tenants for Life, the Remainder in Tail to the first *Fisher v. Claph.* and tenth Son, Remainder to his Heirs: By *Hale C. J.* at a Trial at Bar, this is not fraudulent, though he alone, having no Issue, might bar this contingent Remainder.

And a Man may settle Lands on his Son, before he be a Bankrupt; and if it be not by Fraud and to deceive Creditors, it shall be good, and the Fraud must be found by the Jury. The Statute saith, *The Sale of the Commissioners shall be good against such Offenders*, and he is no Offender till he is a Bankrupt. *3 Keb. 82*

If a Man purchases Lands after the Time of his Trading, and his being in Debt, and doth purchase it in the Name of his Wife or Children fraudulently, this will be liable to Sale by the Commissioners: Though it is otherwise, if it be purchased before he comes to be a Merchant. Also any Sale of Lands or Goods by a Bankrupt before he comes to be in Debt, or before his Trading, *Turner 418.*

*March Rep.* is without Question good; and so are all the Acts he doth, before he comes to appear to be a Bankrupt.

*34 Stat. 151.*  
*174. Langlam v. 10 Rev. 105. Wifr. 1 Cr. 68.*  
In Case a Bankrupt hath Lands in Right of his Wife, they may be sold during the Coverture; and if she be a *Feme Sole Merchant* in *London*, she becoming Bankrupt, the whole shall be sold; and it shall be counted the Husband's Folly to suffer her to trade, and her Trading shall be looked upon as his; so that she and her Estate in Trade shall be affected by his Bankruptcy. But the Dower of a Bankrupt's Wife shall never be sold, unless she marries one that is a Bankrupt.

*1 Jac. 1.* It is clearly held, that if two Persons are jointly seised of Lands, and one becomes a Bankrupt, his Moiety may be sold by the Commissioners: even though he be dead, and the Survivorship shall not take Place.

*Goring, 89. 90.* And where two Women are joint Tenants of a Lease for Years, and one takes a Husband who becomes a Bankrupt; the Commissioners may sell the Interest of a Moiety: And yet this has been questioned; for Chattels real are given to the Husband, if he survive; but if he die before the Wife, she shall have them. If two joint Tenants are disseised, it is likewise a Question, whether the Commissioners shall sell on the Bankruptcy of one of them; for before Entry he could not grant his Moiety, though he might release it.

*Stow 147.* As to Lands descended or devised to the Bankrupt after his Bankruptcy, the Commissioners may sell the same: as they may all Offices of Inheritance, such as Warden of the Fleet, Keeper of a Forest, &c. but no judicial Office, or Office of Trust which is annexed to the Person, and may not be executed by a Deputy; for if such Officer absents, he forfeits his Office, and then the King's grant is over.

*Billingh, 116.* As for Lands mortgaged, or Estates on Condition, by 21 Jac. I. Chap. 19. if a Merchant makes a Feoffment on Condition, *that upon paying a certain Sum he may re-enter*, and then becomes a Bankrupt, the Commissioners may tender the Money at the Day, and make Sale of the Land. But where Lands are mortgaged to a Bankrupt, as of a Feoffment in Fee, in Consideration of a Sum of Money, to be paid to him and his Heirs, provided that if the Feoffor do not pay such a Sum on such a Day, then the Feoffor is to make it an Estate absolute: The Feoffee becomes a Bankrupt, and the Money is not paid on the Day; the Commissioners cannot by this Act force the Feoffor to make an absolute Fee, though *Chancery* will compel him.

*1 Chan. Cafe. 71.*  
*2 Vern. 97.* By the Statute, the Commissioners are enabled to perform the Condition, &c. of a Mortgage; but if the Mortgage is forfeited, it has been formerly a Question whether the Commissioners might dispose of the Equity of Redemption; but Serjeant *Newdigate* said it had been ruled in *Chancery*, that Commissioners may assign an Equity of Redemption.

Where the Equity of Redemption of Lands mortgaged was conveyed over to a third Person by a Bankrupt, after his Bankruptcy, though before the Assignment of his Estate by the Commissioners; Lord Chancellor *Talbot* held that nothing passed by this Conveyance; for Creditors after Bankruptcy are in Nature of Purchasers, and have a prior Equity to any other Persons.

*Talbot's Cafe, 18. 69.* And as the Statutes concerning Bankruptcy are found on supposed Frauds of the Bankrupts; and consequently intended to put them under Disabilities to prejudice their Creditors; so his Lordship decreed, that the Mortgagee should re-convey to the Plaintiff, the Assignee, upon Payment of the Principal and Interest.

*Barnard, 8. Rep. 30. 32. Feb. 1740.* In general, no Person shall be allowed to come into Equity for a Redemption, but he that has no legal Estate of the Mortgager; and where there are proper Persons as Assignees to get in the Estate of a Bankrupt, a Court of Equity will not suffer the Creditors to bring in a Bill in order to redeem or recover that Estate, unless the Assignees under a Commission make Default or collude with a Debtor, when a Creditor may bring his Bill, in order to take Care of the Estate, and charge the Assignee with such Collusion.

*21. Jac. 14. C. 15. S. 11.* If a Bankrupt, before his Bankruptcy, sells his Goods to other Persons, and yet keeps and disposes of the same as if they were his own, such Goods shall be sold by the Commissioners; and accordingly it hath been always so adjudged:

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And if a Man, with an Intent to support the Credit of a Bankrupt, suffers him to have his Goods in his Custody, and to dispose of them, the Property of these Goods shall be accounted to be in the Bankrupt, and not in the true Owner; for the Owner shall lose his Right, as a Punishment for his false Dealing herein, and of the Mischiefs that may grow by such Devices to evade the Laws; and the Law cannot take Notice of such private Things done between the Parties, but will judge of them as they appear to be.

If one becomes a Bankrupt after an *Extent* and before the *Liberate*, and the Commissioners sell the Goods to the Creditors; it has been adjudged they cannot be sold. Though the Words of the Statute are, *That the Commissioners have Power to sell the Goods which were his at the Time that he became a Bankrupt*; notwithstanding he becomes a Bankrupt before the *Liberate*; and although the Property remains in the *Conusor* until the Delivery by that *Writ*; yet the *Extent* has bound the Goods so, that when the *Liberate* comes it defeats this, and divests the Property of the Goods out of the *Conusor*, as to any mean Act or Inconvenience, from the Time of the *Extent*.

In this Case, all the Court resolved, and severally delivered their Opinions, that those Goods extended before the Party became a Bankrupt, and delivered by the *Liberate* after he was a Bankrupt, could not be sold by the Commissioners; because they being extended, are *quasi in Custodia Legis*, so as the *Conusors* have not any Power to give, sell, or dispose of them; and they are as Goods gaged or distrained, which cannot be forfeited by Outlawry, or taken in Execution, from the Person that has them in Gage, or by Way of Distress, without Payment of the Money, for the Goods are bound by the Test of the Writ of *Extent* or Execution sued.

They also held, when the Writ of *Liberate* is sued out, it has Relation to the Writ of *Extent*, and they are as but one *Extent*; and the Goods are so bound by the *Extent* and Appraisement, that the *Conusor* hath no more Property in them but *secundum quid*, that is, if the *Conusor* refuse to accept them; for it is a conditional Writ to deliver the Goods to the *Conusor*, if he will accept thereof, and when he accepts them, they are bound *ab initio*. And they all conceived, that the Statute being with an Exception, when Execution or an *Extent* is served or executed; that this is to be accounted the Execution of an *Extent*, when the Goods are appraised, and the Writ returned; but so long as they remain in the Hands of the *Conusor*, they may be sold; but when they are delivered by the *Liberate*, and the *Extent* is returned served, the Goods are not subject to any other Execution, nor the power of the Commissioners, to meddle with them.

An Execution was sued by a Person, the Money levied, and in the Sheriff's Hands, and the Man became a Bankrupt: *By the Court*; the Money recovered in the Hands of the Sheriff is not assignable by the Commissioners to the Creditors, for it is *in Custodia Legis*.

But it is nevertheless held, that the Assignees of the Commissioners may bring a *fiere facias* against the Defendant, in Case the Money lie in his Hands, in Order to try the Bankruptcy, and so gain the Money recovered by the Bankrupt.

One *Thompson* had a Judgement against *Watkins* for 600*l.* and the 19th of June sued out a *fiere facias* thereupon, which the 30th of June was delivered to the Sheriff in the Morning, and *Watkins* having Notice thereof, in the Night of the same Day departed from his House, and thereby became a Bankrupt; the 1st of October the Sheriff levied 400*l.* of the Goods of *Watkins*, and paid it to *Thompson*, and the Commissioners assigned it in the Hands of *Thompson* to the Plaintiff, as the Goods of *Watkins* in his Hands, for which an Action on the Case was brought, and a special Verdict on it found; and being learnedly argued on both Sides, a Judgement was finally given for the Defendant.

In an Action of Trespas brought by the Assignees of Commissioners of Bankruptcy, for taking of their Goods; on Not guilty pleaded, the Jury found a special Verdict, the Substance of which was as follows, *viz.* One *Toplady*, a Vintner, on the 28th of April became a Bankrupt, against whom a Judgement was formerly obtained; the Judgement Creditor sued out a *fiere facias*, and the Sheriffs of London by Virtue thereof, on the 29th of April seized the Goods of the said *Toplady*; and after the Seizure, but before any *Venditioni exponas* came, an *Extent*,

*Ld. Abn.*  
195.

*Cro. Car. 149.*  
*Andley v. Hales*  
59.

*1 Juno 202.*  
*Cro. Car. 168*  
176.  
*Benyon v.*  
*Flower and*  
*Blackwell.*  
See the Case  
of *Moss v.*  
*Morris and*  
*Crayson.*  
*1 Vent. 193.*  
*1 Mod. 93.*

*Phillips v.*  
*Thompson.*  
*3 Lev. 69.*  
191.



tent, which is a Prerogative Writ, issued out of the *Exchequer*, against two Persons who were indebted to the King, and by Inquisition, this *Toplady* was found to be in Debt to them, whereupon Part of the Goods mentioned in the Plaintiff's Declaration, were seized by the Sheriff, and sold, and the Money paid, &c. but before the said Sale, or any Execution of the *Exchequer* Process, a Commission of Bankruptcy was had against *Toplady*, and the Commissioners assigned the Goods to the Plaintiff.

*Lechmere v. Frowgood & al.*  
3 *Mod.* 236.

The Question here was, whether this Extent did not come too late? Or whether the *fieri facias* was well executed, so that the Assignees of the Bankrupt's Estate could not have a Title to those Goods, which were taken before in Execution, and so in Custody of the Law? The Court adjudged, That the Extent, though a Prerogative Writ, and likewise the Assignment by the Commissioners of Bankruptcy, came too late, because the Execution being well executed, the Goods were made liable to the Judgement Creditor.

*See W. Jones Rep. 203 and Sir Simon Nevill's Case.*  
*Hil. 3 Car. 1.*

A Person that is a Bankrupt, becomes *Felo de se*; it has been a Question, whether the Commissioners may assign the Goods to be sold for the Creditors, or if the King shall have them? And it was resolved for the Creditors: For though it is adjudged in *Lady Hale's Case*, in *Plowden*, that when two Titles come together, viz. the King's and that of a Subject, the King's Title shall be preferred; yet the King by the Acts of Parliament has given away his Title to the Creditors: And nevertheless this may admit of a Dispute, the Judges never contriving a Statute to give away the King's Right, but wherein he is mentioned. In a Question whether the Creditors by a Commission shall have the Goods of a Person outlawed; It is conceived the King shall have them by Outlawry, &c.

*Bosauquet v. Daffwood.*  
*Talbot's Case.*  
38, 41.

In the *Chancery*, it has been decreed, that Money overpaid on an usurious Contract, as where a Sum is lent to a Person in necessitous Circumstances, at six or eight per Cent. who afterwards becomes a Bankrupt, shall be accounted for and refunded, notwithstanding the Agreement of the oppressed Party to allow such Payment, and the Securities therefore to be delivered up. But in the Case of Money lost at Gaming and paid, the Court will refuse Relief, where it cannot be recovered at Law; for there the Plaintiff in Equity is *particeps Criminis*.

*Of uncertain and contingent Estates, and which do or do not centre in the Bankrupt.*

THESE are several, which I shall mention in Order, beginning with the Bankrupt's Wife; and, first, concerning her *Dower*.

*Dower* is a Portion which a Widow hath of the Lands or Houses of her Husband after his Decease; and by the common Law it is a third Part of the Lands which the Husband died seized of, either in *Fee Simple* or *Fee Tail*, which she is to enjoy during Life.

By the Custom of *Kent* called *Gavelkind*, the Widow is entitled to the half Part of the Husband's Estate, either in *Fee Simple* or *Fee Tail*, *quandiu remanet Sola et Casta*, so long as she remains single and continent; but if she marries, or is guilty of Incontinency, then she forfeits such Estate.

1 *Inst.* 22. b.  
2 *Peer Will.*  
634.

Lord Coke says, that all Kinds of *Dower* were instituted for the Wife's Subsistence during her Life; which Right of *Dower* is not only a *legal* but a *moral* Right, as it was held by Sir *John Trevor*, Master of the Rolls, in the Case of *Lady and Lord Dudley*.

*Sir Jos. Jekyll's Argument and Resolution.*

Secondly, the Relation of Husband and Wife, as it is the nearest, so it is the earliest; and therefore the Wife is the proper Object of the Care and Kindness of her Husband. The Husband is bound, by the Laws of God and Man, to provide for her during his Life; and after his Death the moral Obligation is not at an End, but he ought to take Care of her Provision during her own Life. This is the more reasonable, as during the Coveture, the Wife can acquire no Property of her own. If before the Marriage she had a real Estate, this by the Coveture ceases to be her's and the Right thereto, whilst she is married, vests in the Husband; her personal Estate becomes his absolutely, or at least is subject to his Controul; so that unless she has a real Estate of her own, which is the Case but of few, she may, by his Death,

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Death, be destitute of the Necessaries of Life, unless provided for out of his Estate by a Jointure or Dower. As to the Husband's personal Estate, unless restrained by special Custom, which very rarely takes Place, he may give it all away from her; so that his real Estate, if he had any, is the only Plank she can lay hold of to prevent her sinking under her Distress. Thus is the Wife said to have a moral Right to her Dower.

The Husband, on the Contrary, has no Right to a Tenancy by the Courtesy, but from positive Institutions or Provision of the Laws: His Right does not arise from the Relation of Husband and Wife, for then every Husband would have it, which is not so; nor doth he want it, if it be not his own Fault, or at least his Misfortune. During the Coverture, he is Master not only of his own, but of his Wife's Estate; and by his Industry and provident Care, may acquire Property sufficient, without any Part of her Estate, to maintain himself after her Death: So that the Husband's Tenancy by the Courtesy hath no moral Foundation, and is therefore properly stiled Tenancy by the Courtesy of England; that is, an Estate by Favour of the Law of England.

Dower also is a legal Right created by Law, which settles the Quality of the Estate out of which the Wife's Dower arises, and likewise ascertains the *Quantum* thereof. The common Law says, the third Part is *rationabilis Dos*; and a special Custom, which is *lex loci*, enlarges or abridges the common Law of Dower, and gives the Whole, Half, or less than a Third.

The common Law likewise ascertains Dower, with respect to the Nature and Quality of the Husband's Estate. 1 Inst. 33. b.

It says, the Wife's Dower must come out of such an Estate as would descend to the Issue of the Husband by that Wife; and gives Dower of the Husband's *Seisin*, though not actual, or reduced into Possession; it annexes Privileges to Dower as not to be liable to Distress for the Husband's Debts to the King, much less for any due to the Subject; with several other Privileges. Again, the Law fixes the Age when a Woman is dowable; and, by the Way, fixes it at such a Time, as, by the Course of Nature, at least in this Part of the World, it seems impossible she should have Issue, or be pregnant, viz. at nine Years old. But it is not so favourable to a Tenancy by the Courtesy, which it allows only in the Case of a *Seisin* in Deed; it annexes no Privileges thereto. And though the Husband may be Tenant by the Courtesy of a common Sans Number, of which the Wife is not dowable, yet that is because of its Indivisibility; in which Case if Dower was allowed, it would be injurious to other Persons, and the Lands be doubly charged. Thus the Law, where it can justly do it, prefers the Title of Dower to that of Courtesy.

Dower is also an equitable Right, and such a one as is a Foundation for Relief in a Court of Equity. It arises from a Contract made upon a valuable Consideration, Marriage being in its Nature a Civil, and in its Celebration a sacred Contract; and the Obligation is a Consideration moving from each of the contracting Parties to the other; from this Obligation arises an Equity to the Wife in several Cases, without any previous Agreement, as to make good a defective Execution of a Power, a defective Conveyance, or supply the Defect of a Surrender of a Copyhold Estate; in all which the Court relieves a Wife, and makes a Provision for her, where it is not unreasonable, or injurious with Respect to others. Indeed in the Case of the Husband, Marriage, as it is a legal Consideration, so it is an equitable one; but then it is not carried so far in his Favour, as in her's; and in the Cases before-mentioned, the Court would not supply a defective Title for the Husband; at least it has not been done.

A Bill was brought by a Widow, to be endowed of an Equity of Redemption, though the Mortgage was made in Fee before the Marriage, upon her paying a Third of the Mortgage Money, or keeping down a Third of the Interest. And his Honour the Master of the Rolls, after citing several Authorities, declared, that the Plaintiff, being the Widow of the Person entitled to the Equity of Redemption, of the Mortgage in Question, which was a Mortgage in Fee, hath a Right of Redemption; and accordingly decreed her the Arrears of her Dower from the Death of her Husband, she allowing the Interest of the Third of the Mortgage Money, unsatisfied at that Time, and the Dower to be set out if the Parties differed.

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Cases in  
Chancery,  
Lord Falkland,  
138. At-  
torn. Gen.  
v. Sec. Mich.  
9 Geo. II.  
1 Vern. 356.  
Lady Bodmyn  
v. Vandebrouck.

A Woman is not entitled to Dower where the Husband purchases an Estate with a Trustee; but if the Trustee die in the Life-Time of the Husband, the Joint Tenancy between the Husband and the Trustee will survive to the Husband, and then the Wife will be entitled to Dower.

The Defendant for 4400*l.* purchased of Lord Bodmyn the Reversion after the Death of Lord Warwick, of Lands of near 1000*l.* per Ann. and for Protection of the Estate, and to prevent the Plaintiff's Dower, the Defendant upon his Purchase took an Assignment of a Term for Years, which was vested in Trustees to secure the Payment of certain Annuities, and afterwards in Trust to attend the Inheritance, and likewise took an Assignment of an ancient Statute that had been kept on Foot for the Protection of the Estate.

The Plaintiff had recovered Dower at Law, but was prevented from taking out Execution by Reason of the Term and Statute.

To be relieved against which, and to be let into the Possession of her Thirds, was the End of the Plaintiff's Bill.

The Defendant insisted he was a Purchaser, and that he ought to have the Benefit of this Term for the Protection of his Purchase.

Cases in Parl.  
69.

But the Plaintiff's Bill was dismissed, and upon an Appeal to the House of Lords, the Decree of Dismissal was affirmed.

The Wife of a Bankrupt, of a Person *non compos mentis*, or of an outlawed or excommunicated Person, or of a Person committing Felony, is not barred of her Dower.

And in Case of the Bill for taking away the Estates of the South Sea Directors in the Year 1720, all the Wives of their Husbands were entitled to their Dower, and received Satisfaction for the same.

But the Wife of a Person guilty of High-Treason, or of an alien Jew, is not dowerable; and if the Wife herself commits High-Treason, or Felony, or if she elope from her Husband, and lives with the Adulterer willingly, without being reconciled to her Husband, she shall lose and forfeit her Dower; but if the Husband be reconciled, and she live with him again, she shall be endowed.

If a Wife levies a Fine with her Husband, and they join in the Sale of an Estate to a Purchaser, she is barred of her Dower.

By the Statute of the 27 Hen. VIII. Cap. 10. Sect. 6. it is enacted, that where Persons have purchased, or have Estate made of Lands and Hereditaments, &c. to them and their Wives, and to the Heirs of the Husband, or to the Husband and to the Wife, and to the Heirs of their two Bodies begotten, or to the Heirs of one of their Bodies to be begotten, or to the Husband and to the Wife for Term of their Lives, or for Term of Life of the Wife, for Jointure of the Wife; every Woman having such Jointure shall not claim any Dower of the Residue of the Lands that were her Husband's.

S. 7.

And then it provides, that if any such Woman should be lawfully evicted from her Jointure, or any Part thereof, such Woman shall be endowed of as much of the Residue of her husband's Tenements, as the Lands so evicted shall amount unto.

S. 9.

Provided also, that if any Wife shall have Lands, assured after Marriage in Jointure, except the Assurance be made by Act of Parliament, she may at her Liberty, after the Death of her Husband, refuse the Lands, to her assured in Jointure, and demand her Dower according to the common Law.

#### Wife's Title to her Free-Bench.

**FREE-BENCH**, is that Estate in Copyhold Lands which the Wife hath on the Death of her Husband for her Dower, according to the Custom of the Manor; and in several Manors there are various Customs with Respect to such Estate; and in some Places the Wife hath the Whole of the Lands, in others the Half, and in others the Third: and I shall cite the following Case:

Parker v. Edle.  
Bleke.  
Hil. 15 Car.  
13 Car. Rel.  
1602.  
3 Cro. 568.

This was an Action of Trespass, and upon a special Verdict it was found, that the Land was Copyhold of Inheritance of the Manor of Cheltenham in Gloucestershire, whereof Arthur Bleke, late Husband of the Defendant, was seized in Fee.

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And in this Manor there was a Custom, that if a Copyholder, seized in Fee of a Copyhold Tenement, died, leaving a Wife at the Time of his Death surviving him, that she should hold the said Copyhold Land during her Life, and for twelve Years after.

And by Virtue of the Stat. 13 *Edw.* he was found Bankrupt; and by Indenture dated the 5th of *April* 10 *Car.* and inrolled within the six Months, they sold the Copyhold Lands to the Plaintiff *Alexander Parker* and to *William Sotberne* and their Heirs, for 600*l.* paid for the Use of the Bankrupt's Creditors.

And the Jury by Virtue of a private Act of Parliament, made 1 *Car.* found, that by the Custom of that Manor, the Wife of the Copyholder should have Dower, and may have a Jointure assigned for her Life; and that a Copyholder of Inheritance may grant for his Life, and twelve Years after.

And that all Women then living, and late the Wives of any of the Copyholders of the said Manor, dying Tenants, should and may enjoy the customary Lands of their now, or late Husbands, and be Tenants for their Lives, and twelve Years after, as if that Act had never been made.

And that all the Customs and Usages heretofore used and allowed within the said Manor concerning the enjoying any customary Lands, &c. by any Widow of any customary Tenant, or any after-taken Husband of such Widow, or the Heir or Heirs of such Wife, hereafter taking Husband, or concerning the Descending of any such Lands to any other Person or in any other Form than is before expressed, shall be void; and that all other lawful Usages and Customs, heretofore used within the said Manor, which were not repugnant and contrary to the true Meaning of that Act, should be and remain good and effectual to be ratified by that Act.

And the Jury found, that at a Court Baron of the said Manor, held the 1st of *April* 12 *Car.* it was found by the Homage, that *Editb* survived her Husband, and ought to enjoy the said Tenements for her Life, and for twelve Years after; and that upon a Presentment the 1st of *April*, 12 *Car.* and before the Admission of *Alexander Parker* and *William Sotberne*, the said *Editb* was admitted Tenant of the Tenements aforesaid, according to the Custom of the Manor, and by Virtue of such Admission she entered.

And this was very well argued at the Bar by *Glyn* for the Plaintiff, and *Moreton* for the Defendant, where two Points were insisted on.

1st. Whether by the Bargain and Sale made by the Commissioners, by Virtue of the Statute of Bankrupts, the Estate of the Copyholder was vested in the Bargainee before Admittance; for then the said *Arthur Blecke* did not die Tenant, and so it is not within the Custom, that his Wife should have Widow's Estate.

2dly. Admitting he died Tenant, and the Widow had such an Estate vested in her, whether the Vendees, by the Bargain and Sale to them before made, shall not afterwards divest the Estate of the *Feme* by Relation, and then the Plaintiff hath a good Title.

And it was argued that the Bargain and Sale binds the Copyholder, and bars his Estate; and that he is no Copyholder after the Bargain and Sale enrolled; and the Bargainee by the Statute is only barred to take the Profits until Admittance, which is for the Lord's Benefit, in Respect to the Fine due to him thereupon. 2dly, It was held, when the Bargainee is admitted by the Lord, it shall vest in the Bargainee, and shall have Relation to the Bargain and Sale, and shall divest the Estate which the *Feme* claimed by the Custom, as in the Case of 7 *Edw. VI. Brook*, Title *Inrolments*. Where one Joint Tenant bargains and sells, and before the Inrolment the other dies, and afterwards the Deed is inrolled within the six Months, yet the Moiety only passed. And it is like the Case where one bargains and sells by Indenture, and takes a Wife and dies, and afterwards the Deed is inrolled within six Months, the *Feme* shall not have her Dower; and so the Case 22 *Edw.* where a Mortgagee dies, his Heir being in Ward to the King, the Condition is afterwards performed, the Wardship shall be divested. *Jones and Bramston* doubted of the Point, until they saw the Record finds the Act to be particularly, that she ought to be the Wife of a Tenant, and it is not intended, that, after the Sale of a Copyhold he should die Tenant, and he did not die Tenant, because the Bargain and Sale took his Estate from him, and ousted him of



the Copyhold. Wherefore they agreed Judgment should be entered for the Plaintiff.

Having exhibited these Cases concerning the Wife's Dower and Free-Bench, I shall now mention some concerning *separate Settlements* before Marriage, and Provisions of Parents after.

#### *Separate Settlements*

ARE frequently made before Marriage; and the fittest and securest Manner of making them is as follows:

The intended Wife names Trustees of her own; and that Part of her Fortune or Estate, which she or her Friends think fit to settle for such separate Use, is, with the Privy and Consent of the intended Husband, and who ought always to be made a Party to the Deed, conveyed or assigned to such Trustees for her sole and separate Use and Benefit, and to and for such Uses, Intents, and Purposes, as the said intended Wife, by Deed or Deeds in Writing, or by her last Will, shall direct or appoint: And there is a particular Agreement that such separate Estate shall not be subject in any Respect to the Debts, Control, or Engagements of the Husband; but that the Trustees are to pay and apply such separate Estate, or the Rents or Interest thereof, into her own proper Hands, or to permit her, or her Assigns, to receive the same for her own separate Use, exclusive of her Husband, as she shall appoint.

And by this Deed the intended Husband usually covenants with the Trustees, that they shall quietly enjoy such separate Estate or Money; and he consents to the Settlement; and he agrees that any Deed or Will that she may make, according to that Deed, shall have its full Effect; and that he will not obstruct the Execution of the same.

These separate Provisions are also frequently made by Deed or Will, by Parents to their Daughters that are married, as a Provision for their Support and Maintenance, in Case any Misfortunes or Losses may happen to their Husbands; and if they are secured in this Manner, they are effectual against any of the Husband's Creditors, or any Incumbrance or Act of Bankruptcy.

And the Reason why Settlements should be made in this Manner will appear from the following Cases.

2 Chan. Rep.  
18. *Howard*  
and *Hooker*.

A Widow makes a Deed of Settlement of her Estate, and marries a second Husband, who was not privy to that Settlement; and it appearing to the Court, that it was in Confidence of her having such an Estate that the Husband married her, the Court set aside the Deed as fraudulent.

2 Chan. Rep.  
79.

So where the intended Wife the Day before her Marriage entered into a Recognizance to her Brother, it was decreed to be delivered up.

7 Vern. 17.  
18. *as and*  
the Lord of  
Dunelm.  
1688.

So where a Conveyance was made by the Wife before her Marriage to Trustees in Trust, that they should permit her to receive the Rents and Profits of the Estate, and act in every Thing as she, whether Sole or Covert, should appoint; the Lady being crazed in her Understanding, endeavoured to run away from her Husband, and stirred up her Creditors to sue him; and the Conveyance appearing to be without the Husband's Privy, the Lord Chancellor held it to be in Derogation of the Rights of Marriage; and decreed the Possession of the Estate to the Husband, and a Conveyance from the Trustees to the Six Clerks, that it might be Subject to the Order of the Court.

2 Vern. 17.  
18. *Parson and*  
*Dunington*.

A Woman, on Agreement before Marriage with her Husband, being to have a Power to act as a Feme Sole; and the Husband dying, and she marrying again, the second Husband, not being privy to the Settlement on the first Marriage, it was decreed, that the second Husband should not be bound by the Settlement made on the former Marriage. A Case cited to be decreed.

1 Vern. 206.  
18. *Hunt and*  
*Mullever*.  
1689.

But when a Widow, before her Marriage with a second Husband, assigned over the greatest Part of her Estate to Trustees, in Trust for Children by her former Husband; and though it was insisted, that this was without the Privy of her Husband, and done with a Design to cheat him, yet the Court thought that a Widow may thus provide for her Children, before she put herself under the Power of an Husband; and it being proved that *Soof.* was thus settled, and

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that the Husband had suppressed the Deed, he was decreed to pay the whole Money, without directing any Account.

*William Davison* having devised a Legacy of 600*l.* to his Son, payable at twenty-<sup>*Davison v. Davison.*</sup> one, for which he had obtained a Decree, and 637*l.* reported due; before he received the Money he became a Bankrupt, and the Commissioners assigned the Legacy and Benefit of the Decree.

The Bill was brought by the Assignees to have the Benefit of the Decree; to which the Defendants, the Executors, demurred, insisting that a Legacy was not within the compass of Provision of any of the Acts made against Bankrupts, and be assigned to the Creditors.

But the Demurrer was overruled; and said that the Act of Parliament ought to be taken in the most beneficial Sense for the Advantage of the Creditors.

*Wills in Favour of a Bankrupt's Wife, &c.*

*J. S.* Married his Daughter to one *Bennett*, a Tradesman in *London*, who <sup>*Bennett v. Davison.*</sup> was extravagant and in Debt; the Father makes his Will, and devises the Premises in Question, being Lands in Fee, to his Daughter, the Wife of *Bennett*, for her separate Use, exclusive of her Husband, to hold to her and her Heirs; and that her Husband should not be Tenant by the Courtesy, nor have these Lands for his Life in Case he survived his Wife, but they should, upon the Wife's Death, go to her Heirs.

Soon after this, the Testator dies, and *Bennett* becoming a Bankrupt, the Commissioners assign the Lands to the Defendant *Davis*, in Trust for the Creditors; and upon *Davis's* bringing his Ejectment, the Bankrupt's Wife, by her next Friend, prefers her Bill against *Davis*, the Assignee and Husband, to compel them to assign over his Estate to her separate Use.

It was objected on Behalf of the Defendant, that he being a Creditor, and having the Law on his Side, it would be hard to take that Benefit from him; and that, though the Testator might intend these Lands for the separate Use of his Daughter, yet that this Intention was not executed according to Law, as the Premises were not devised to Trustees for the separate Use of the Wife, and according to Law the Husband, during the Coverture, was entitled to his Wife's Estate in her Right; and it was farther urged, that the Case of a Devise of a Legacy or of a Term to the Wife for her separate Use might be good, because these remained in the Executor until Assent, and Equity would not compel the Executor to assent, whereby the Intention of the Testator should be disappointed, but would continue the Executor a Trustee for the Feme Covert. Whereas in the present Case, the Devise being of Lands in Fee to the Wife, who by the Will only had an immediate Title thereto, the Husband must consequently be entitled to the Profits in her Right.

That there was no Trust, the Testator never having intended to trust the Husband, and the Wife could not be a Trustee for herself; besides, the Husband could not be a Trustee for the Wife, they both being but one Person.

On the other Hand, the Plaintiff's Counsel would have read *parole Evidence*, to prove that the Testator did not intend these Lands should be liable to the Husband's Debts; but the Court would not permit such Evidence to be read, it being in the Case of a Devise of Land, which by the Statute must be all of it in Writing.

As to the chief Point, the Master of the *Rolls* took it to be a clear Case, that it was a Trust in the Husband, and that there was no Difference where the Trust was created by an Act of the Party, and where by the Act of Law.

If I should devise that my Lands should be charged with Debts or Legacies, my Heir, taking such Lands by Descent, would be but a Trustee; and no Remedy for these Debts and Legacies but in Equity: So in the principal Case, there being an apparent Intention that the Wife should enjoy these Lands to her separate Use: By that Means, the Husband, who would otherwise be entitled to take the Profits in his Right during the Coverture, is now declared and made a Trustee for his Wife; and admitting the Husband to be a Trustee, then the Argument of the Creditors having the Law on their Side, was immaterial; as if the Bankrupt had been a Trustee for *J. S.* his Bankruptcy should not in Equity affect the Trust Estate;

Estate; and that though the Husband, the Bankrupt, might be Tenant by the Courtsey, yet he should be but a Trustee for the Hens of the Wife. Also when the Testator had a Power to devise the Premises to Trustees, for the separate Use of the Wife, this Court, in Compliance with his declared Intention, will supply the Want of them, and make the Husband Trustee. And the Defendant, the Assignee, who claiming under the Husband can have no better Right than the Husband, must join in a Conveyance for the separate Use of the Wife, which was decreed accordingly.

2 Peer 56.  
Eoff. Term.  
1689.

Lord mountr.  
v. Desbrough.

The Defendant's Testator by his Will devised 800*l.* to be paid within six Months after his Death to one Mr. *Define*, in Trust, that he should lay it out and invest it in a Purchase for the Benefit of the Wife of *I. S.* and to settle it so, as after the Death of his Wife it might come to her Children, and the Interest in the mean Time to be paid to such Persons as ought to receive the Profits. *I. S.* becomes a Bankrupt, and the Plaintiff, as Assignee under the Statute, would have the Interest of this Money decreed to him, during the joint Lives of Baron and Feme.

*Per Curiam*: This not being any Trust created by the Husband, or any Thing out of his Estate, but given by a Relation of the Wife's, and intended for her Maintenance, it is not liable to the Creditors of the Husband, and the Plaintiff hath no Title thereto as Assignee of the Commission of Bankruptcy; and therefore decreed it should be paid to *Define* the Trustee, to be laid out in Land, and settled according to the Will.

The Case of *Drake* and the *Mays* of Exeter was cited, where there was a Lease for twenty-one Years, with a Covenant for Renewal at the End of the Term; the Lessee became Bankrupt; adjudged, the Assignee under the Statute should have no Benefit of that Covenant.

Jac. Montr. & Williams.

*Walter Wallinger* by his Will left to his Niece *Elizabeth Tayleur*, an Infant, 1000*l.* payable after the Death of the Testator's Wife, and at his said Niece's Age of twenty-one Years, if she should so long live.

1 Peer Will.  
383. Caseroo.  
Mich. Term.  
1717 L. C.  
Conyer, Abr.  
Cases in Eq.  
54.

The Niece married *I. S.* without the Knowledge or Consent of her Father; *I. S.* being at that Time much in Debt by Judgment and otherwise; and gained the young Gentlewoman's Consent by the Influence of a Maid Servant, whom he had bribed to his Interest. The Niece was about eighteen Years of Age.

Soon after the Marriage, *I. S.* became a Bankrupt, and the Commissioners of Bankruptcy assigned over all the Estate and Effects of the Bankrupt to the Plaintiffs, in Trust for the Creditors, who brought their Bill for this Legacy; the Testator's Widow being dead, and the Niece being about twenty-one Years old, and consequently the Legacy due; and the Bankrupt had two Children by his Wife then living.

This Cause coming on before Baron *Price*, in the Absence of the Lord Chancellor, the Baron, in Regard to the Creditors, did decree the Legacy and Interest to be paid to the Plaintiffs.

But upon an Appeal from that Decree to the Lord Chancellor, his Lordship declared, that sofar as the Plaintiffs, the Assignees of the Commission, claimed under the Bankrupt, they ought not to be in a better Case than the Bankrupt himself; and since, if he had brought a Bill for his Legacy, the Court would not have allowed it him, without obliging him at the same Time to make some Provision for the Wife and Children; so, for the same Reason, when these claiming under the Bankrupt, and who must be exactly in the same Case as he himself would have been in, come for Equity, they ought to do Equity, which would be to provide for the Wife and Children of the Bankrupt, from whom they derived their Claim. But with Regard to the Interest of the Money, as the Bankrupt commonly was allowed to receive that, so the Assignees ought to receive the same during the Bankrupt's Life; also if the Bankrupt's Wife should die without Issue, then the Bankrupt would have been allowed to receive the whole Money, and therefore in such Case the Assignees should be allowed to receive it also.

However his Lordship said, that as a Judge had been of a contrary Opinion, he would take Time to consider of it.

And on the Cause coming on again, the Case of *Taylor* and *H'boeler* was cited; and it was moreover observed to the Court, that the Bankrupt had in this Case gained his Certificate and was discharged, and that the Assignment made to the

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Complainants being before the Legacy was vested, if they could not now supply the Assignment, by making a new one, the Consequence was that the Legacy was vested in the Bankrupt.

But the Lord Chancellor replied, that this not appearing in the Pleadings, he would take no Notice of it; nevertheless at another Day, the Fact being made to appear by a Petition with the Certificate of the Commissioners, and the Allowance of the Lord Chancellor Harcourt annexed, the Court said it was clear, the Commissioners could not assign this Possibility of Right which the Bankrupt had to the Portion, and consequently the Assignees being Plaintiffs in the Bills, and entitling themselves under this Assignment, and this Assignment being void, with respect to such Possibility\*, therefore the Bill must be dismissed, but without Costs, because the Plaintiffs were Creditors.

\* But the Reason given above, viz. because the Bankrupt, the Husband, could not have come to his Wife's Portion without the Assistance of a Court of Equity, which would not have decreed it to him, but on his making some Provision for his Wife, seems to have been the best Foundation for this Decree; since a Possibility or contingent Interest is certainly assignable by the Commissioners. Thus in the Case of Higden vers. Williamson, first heard at the Rolls, Mich. 1731, and afterwards affirmed by Lord Chancellor King, in Mich. 1732. The Case in Effect was, an Estate was devised to be sold, and the Monies arising from such Sale to be divided among such of the Children of A. as should be living at his Death: A. had several Children, one of whom, viz. B. became a Bankrupt, and the Commissioners assigned over his Estate; after which B. got his Certificate allowed, and then A. died: Declared that his Share of this Money, which on A.'s Death belonged to B. should be paid to the Commissioners; for that not only the latter Statutes relating to Bankruptcy mentioned the Word Possibility, but also because the 13 Eliz. Cap. 7. Sect. 2. empowers the Commissioners to assign all that the Bankrupt might depart with; and here B. in the Lifetime of A. might have released this contingent Interest. Besides, the 21 Jac. I. Cap. 19, enacts, that the Statutes relating to Bankrupts shall be construed in the most beneficial Manner for Creditors.

Afterwards, in Trinity Term 1718, the Wife of I. S. by her next Friend, having brought a Bill, setting forth her having been seduced into this Marriage, and the Husband's Bankruptcy, together with the Certificate for his Discharge, prayed that the Money might be put out to her separate Use for her Life, and afterwards for her Children; to which the Husband putting in his Answer, and declaring himself sensible of his having injured his Wife, in Manner as above, submitted to what was desired by the Bill, only prayed the Arrears of Interest.

On the other Hand, the Assignees opposed the Bill, insisting, that the Commissioners might still make a new Assignment of this which was now and not before vested.

But by Lord Chancellor Parker, the Commissioners have executed their Power, and the Debts which the Husband, the Bankrupt, owed to the Creditors before the Bankruptcy, are now extinct by Act of Parliament; and this Portion is as a new-acquired Estate by the Husband in Right of his Wife; wherefore since the Husband agreed to this Prayer of his Wife's Bill, which is but a reasonable Reparation for the Wrong he had done her, decree the Husband the Arrears of Interest, deducting the Costs, and let the Legacy be laid out in a Purchase; and in the mean Time let the Wife have the Interest for her separate Use, &c. by which Means the whole Legacy was saved to the Wife, and to her separate Use.

#### Of Marriage Bonds, and Articles before Marriage.

**M**ARRIAGE BONDS are frequently given before the Espousals, by Persons who are engaged in Trade or Business, and where it would be inconvenient to lay out the Portion in Land, because the Woman's Fortune is supposed to be added to the Husband's, and to be invested in the Stock in Trade, in Order to be there managed by the Husband for the mutual Support of themselves and their Children.

And these Bonds must be given to two Trustees, to be named and appointed by the intended Wife, or one of them by her, and the other by the Man, and according to the Portion or Fortune, which the Woman brings her Husband, the Husband

band becomes bound, to pay at his Decease, to the Trustees, or the Survivor of them, or the Executors or Administrators of such Survivor, the Sum agreed between them in Trust, and for the sole Use and Benefit of the Wife, in Case she shall survive him; or Part for the Wife, and Part for the Children, as the Parties shall agree between themselves; and in Case the Wife shall not survive the Husband, and there shall be no Children, then the Bond is usually declared to be void.

The Reason of giving this Bond to Trustees is in Order to support the Demand against the Estate of the Husband; and it is effectual against his real as well as personal Estate, but it must not be made to the intended Wife in her Name, before Marriage, because upon the Marriage, the Husband and Wife are become one Person in Law; and whatever Securities might be given to her before Marriage, unless they were supported by Trustees, would, on such Marriage, revert back again, and be merged in the Husband's Fortune, and be unsafe for the Wife.

A Marriage Bond is of no greater Effect or Force than any other Bond Debt; but as the Wife is frequently Executrix to her Husband, and the Law usually throws the Right of Administration upon her, whenever she is either Executrix or Administratrix, she as well as any other Executor or Administrator has a Right to pay her Bond Debt first, and preferable to all other Bond Debts, or Debts of an equal or inferior Degree.

But if the Husband becomes a Bankrupt in her Life-time, this has been adjudged to be such a contingent or uncertain Debt, that her Trustees cannot come in as Creditors to prove such Debt under such Commission, which the following Cases will illustrate:

2 Vern. 663.  
Holland v.  
Cullyard.

Ex Parte  
Bosby in Htl.  
Vac. 1720.  
2 Peer W. II.  
497. Macc.  
1728.  
L. C. King.

A Husband who was a Trader, in Consideration of a Marriage, and of a Portion, gave a Bond to his Wife's Trustees, to leave the Wife, if she survived him, 1000*l*. The Obligor became a Bankrupt; and it was objected, that in Lord Cowper's Time it had been ordered, in Case of Bond given on so valuable a Consideration, that the Money computed upon the Distribution to be the Share of the Obligee in this Bond, shall be put out at Interest, and the Creditors have such Interest during the Life of the Husband, the Bankrupt; and if the Husband should die, leaving the Wife, the Money to be paid to the Wife; but, if the Wife should die in the Life-time of her Husband, then the Money to be paid to the Creditors.

On the other Hand, Lord Macclesfield was said to have doubted of this, wherefore this Case coming again in Question before the then Lord Chancellor King, his Lordship ordered the Precedents made in Lord Cowper's Time to be left with him.

And his Lordship was of another Opinion, conceiving, that no Part of the Bankrupt's Estate should wait, or be deferred from being distributed; the Act ordering that the Bankrupt's Estate should be distributed within Months; especially that the Distribution should not wait, as in the present Case, for a Debt which was neither *debitum in presenti*, and never might be *debitum in futuro*, in regard the Wife might die in the Life-time of her Husband; besides the Husband, after his Certificate allowed, might go to his Trade again, and become a solvent Person able to pay off his Bond: The Court resolved, that the contingent Creditor should not come in for a Distribution, neither should the Money be reserved in Favour of such Contingency.

But his Lordship declared, that though the Debt was contingent when the Obligor became a Bankrupt, yet if the Contingency happen before the Distribution made, then such contingent Creditor should come in for his Debt; so if such Contingency happened before the second Dividend made, the Creditor should come in for his Proportion thereof, though after the first Dividend.

The Obligor on a Bottomree Bond became Bankrupt before the Return of the Ship, and the Ship did not return before the Distribution made; whereupon it was held that the Obligee should have no Benefit of the Distribution upon the Commission. And,

Whereas it was objected, that this Bond would be barred, after the Bankrupt's Certificate allowed, which could not be unless it was then done;

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*Per Curiam*: This cannot be, if the Obligor is careful in declaring upon his Bond; indeed if the Party declares upon the Bond only, he shall be barred; otherwise, if he sets forth as well the Condition as the Bond in the Declaration; for then

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then it must appear, that the Cause of Action did not accrue at the Time of the Obligor's becoming a Bankrupt.

But the above Case is since altered, and the Obligee in any Bottomree Bond shall be admitted to claim, and after the Loss or Contingency shall have happened, to prove his Debt or Demands in Respect of such Bond, in like Manner as if the Loss had happened before the Time of the issuing of the Commission of Bankruptcy against the Obligor, and shall be entitled unto, and have and receive a proportionable Part, Share, and Dividend of the Bankrupt's Estate, in Proportion to the other Creditors of such Bankrupt, and in like Manner as if such Loss and Contingency had happened before such Commission issued.

And this Act makes it the same with the Obligors and Obligees on a Policy of Insurance.

One *Blanchard*, a Cabinet-Maker, married the Sister of *Calliford*, who had 500*l.* Portion secured by Land. *Blanchard*, on his Marriage, gives a Bond to leave his intended Wife, if she survived him, 500*l.* or a third of his Estate, at her Election.

*Blanchard* became a Bankrupt; Bill by the Assignees to have the 500*l.* raised by a Sale; and decreed accordingly: But with this, that the Wife should come in as a Creditor upon the 500*l.* Bond; and what shall be paid in Respect thereof, to be put out at Interest, and received by the Creditors, during the Life of the Husband, and if the Wife survived then the Money to be paid to her.

*I. S.* indebted by Bond to the Wife of *A.* became a Bankrupt; the Husband comes in and claims the Debt, pays the Contribution-Money, but dies before any Dividend was made; the Wife survives, but dies also before any Distribution.

Lord Chancellor directed the Distribution to be made to the Executors of the Wife, and not to those of the Husband; repaying to the Husband's Executors what he had advanced for Contribution.

The Husband's paying the Contribution-Money did not alter the Property of the Debt, but it remained a Chose in Action, and survived to the Wife.

The Plaintiff brought an Action of Debt against the Defendant for 800*l.* where- in the Plaintiff declared, that *William Donalson* in his Life-time, viz. the 6th of May, 1704, by his Bond then dated, obliged himself, his Heirs, &c. to the Plaintiff *Tully*, and one *Philip Rusby*, whom the Plaintiff survived, in the said Sum of 800*l.* &c. with Condition, that if the Heirs, &c. of the said *William* should pay to the said Plaintiff *Tully* and *Philip*, or the Survivor of them, or the Executors, &c. of the Survivor of them, 400*l.* within two Months after the Death of the said *William*, in Case one *Martha Latimer* should marry the said *William*, and should happen to survive him; in Trust for the Benefit and Behoof of the said *Martha*, her Executors, &c. then the Obligation should be void, &c. and the Plaintiff in Fact says, that after the making the said Bond, the said *Martha* married the said *William Donalson*, and that after the said Marriage, the said *Philip Rusby* died, and the Plaintiff survived him; and that the said *William* made his Will, and appointed the Defendants his Executors; and afterwards, the said Will not being revoked, died; and the said *Martha* survived him, and is yet alive: and that after the Death of the said *William Donalson*, the Defendant *Frances* proved the said Will in due Form of Law; that the said *Frances* and *Christopher*, or either of them, did not pay to the Plaintiff the said 400*l.* within two Months after the Death of the said *William*, according to the said Condition, whereby the Bond became forfeited; and the Action arose to the Plaintiff, to demand of the said Defendants the said 800*l.* but the Defendants the said 800*l.* though often requested, have not yet paid, &c.

The Defendants, after praying Oyer of the Bond and Condition, which was granted, plead in Bar, that the said *William Donalson*, after making the Bond, for seven Years, before and after that Time, exercised the Trade of a Biscuit Baker, and got his Living thereby, and became indebted to Sundries in the Sum of 200*l.* and more, and became a Bankrupt, and was declared such by the Commissioners, and had his Certificate allowed.

This Case was learnedly argued both for the Plaintiff and Defendant, and the Cause coming on in *Michaëlas Term* 1728, Judgement was given by the whole Court upon



upon the Merits, that the Plaintiff's Debt was not barred by the Matter comprised in the Plea, because it was not within the 7 Geo. I. Cap. 31.

*In the Matter of James King, a Bankrupt, on the Part of Ann King his Wife.*

The said *Ann King*, by her Petition in *January 1742*, set forth, that on the 16th of *Feb. 1731*, by Articles tripartite made before her Marriage with *James King*, between *James King* the elder, and the Bankrupt, of the first Part; *James Sutton*, and the said *Ann King*, by the Name of *Ann Sutton*, his Daughter, of the second Part, and *Robert Sutton* and *John Complin*, of the third Part; reciting the intended Marriage, it was, amongst other Things, covenanted and agreed, that the same *James Sutton* should, within three Months after the Marriage, pay the said *James King* the younger 1000*l.* as her Marriage Portion; and if *James* and *Ann* should have Issue living at the Death of *James Sutton*, that then his Heirs, &c. should pay to the said *James King* the younger, the further Sum of 1000*l.* if he should be then living; but if *King* should die before the last 1000*l.* became payable to him, then the same should in like Manner be paid to the said *Robert Sutton* and *John Complin*, &c. in Trust, to place out the same at Interest, on such Securities as the Trustees, with the said *Ann King*, should approve of, and should pay the Interest to be made thereof to her, during her Life; and after her Decease, for the Maintenance and Education of the Children of the said *James* and *Ann King*, till they should attain twenty-one, and then to be paid to them in such Parts and Proportions as the said *James* and *Ann King* should appoint; and for Default of such Appointment, to be divided equally between them.

And in Case they had no Issue, then to such Person or Persons as the said *James King* the younger should by Deed or Will give or appoint the same unto; and in Default thereof, the same was to be paid to the Executors or Administrators of the said *James King*.

And by the same Articles, *James King* the younger covenanted, that if he received the said 1000*l.* payable after *James Sutton's* Death according to such Covenant, that then the Heirs, &c. of the said *James King* the younger, would, within three Months after his Decease, pay to the said *Robert Complin* and *John Sutton*, &c. 1000*l.* to be by them employed in such Manner and Form, and for such Uses, Intents, and Purposes as were before expressed and limited, touching the 1000*l.* payable after the Death of *James Sutton*.

The Articles were executed by all Parties, and the Marriage soon after took Effect.

In *January 1739*, *James Sutton*, the Father died; and *James* and *Ann King* having Issue a Daughter named *Ann*, who was then living, *James King* became entitled to the 1000*l.* after *James Sutton's* Death, and the Executors of *Sutton* accordingly paid him the same; and he gave them a Discharge for it.

In *January 1741*, *Robert Sutton*, one of the Trustees, died; and a Commission of Bankruptcy issued against *James King*, and he was duly found a Bankrupt, and his Estate was assigned to *Edward Grace*, *Thomas Garaway*, and *Timothy Dunham*.

That she apprehended that *John Complin*, the surviving Trustee, ought to be allowed the 1000*l.* so paid to her Husband *James King*, by *Sutton's* Executors, in the Nature of a Debt under the Commission, by Virtue of the Covenant in the Articles, and that a proportionable Part of *King's* Estate, in proportion to what was to be paid to his other Creditors, might be paid to the Trustees, to be disposed in such Manner as might answer the Intention of the said Articles.

That she had applied to *Complin*, and had requested him to prove the said Debt of 1000*l.* before the Commissioners, and to be admitted a Creditor for the same; but that he pretended, though his Name was mentioned as a Trustee in the Articles, yet that he had never executed them; and refused to act in the Trust, whereby she and her Daughter were in Danger of being totally deprived of the Benefit of the 1000*l.* intended as a Provision for her by the said Articles.

She therefore prayed his Lordship, that she might be at Liberty to name a new Trustee in *Complin's* room; and that such new Trustee might be admitted a Creditor under the said Commission for the said 1000*l.* and might be paid a Dividend

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in Proportion with the Rest of *James King's* Creditors, and that the Money to be received by such new Trustee, by Virtue of such Dividend, might be placed out at Interest, in such Manner as that she might receive the Interest thereof during her Life, in Case she survived her Husband; and that the principal Monies to be received for such Dividend might go and be paid to such Child or Children of her by *James King*, as should happen to be living at the Death of the Survivor of them, in Case there should be any such Issue; and in such Manner as was directed by the Articles; or that his Lordship would make such other Order, as to him would seem meet.

And on the 21 *Jan.* 1742, this Petition came on to be heard before his Lordship, and was learnedly argued by Counsel on both Sides: And the Cases of *ex parte Cazot*, *Holland* and *Calliford*, *Tully* and *Sparks*, were cited; and on the first Hearing, his Lordship gave the Gentlemen who were Counsel for the said *Ann King*, further Time to speak to it, and in the mean Time to search for Precedents; and upon this Petition coming on again before his Lordship, and no other Precedents to the Point appearing, his Lordship was pleased to be of Opinion, that he could not relieve the Petitioner *Ann King*; and therefore he ordered such Petition to be dismissed.

*Debts due to, and from the Wife, when single.*

*MILES* brought Debt against Husband and Wife, upon a Bond entered into by the Woman when single. The Defendants jointly plead in the Bar, that the Plaintiff ought not to have his Action, &c. and say, that after the Inter-marriage, *Williams* the Husband became a Bankrupt, and a Commission issued against him, and he submitted, and in all Things conformed himself to the Statute of the 4 *Anne*, and to all other Statutes relating to Bankrupts; and therefore the aforesaid *John* and *Eleanor*, by Virtue of the aforesaid Statute, say, that the Action aforesaid arose to the said *Miles*, before the said *John Williams* became Bankrupt; and that they were ready to verify, and therefore they demanded Judgment, if the said *Miles* ought to maintain his Action. The Plaintiff demurred, and shewed for Cause, that the Debt arising upon the Bond made by the Wife solely, was not discharged by the Statute mentioned in the Defendant's Plea; and also that the Plea ought to have concluded to the Country. The Defendants joined in Demurrer. And after several Arguments in this Case, *Parker* Chief Justice, having stated the Record at large, delivered the Resolution of the Court.

The two great Questions which have been made in this Case are these:

1. Whether this, being a Bond given by the Wife *dum sola*, be such a Debt as shall be discharged by the Bankruptcy of the Husband, by Virtue of the Statute of 4 *Anne*, Cap. 17. mentioned in the Plea?
2. Whether the Defendants have well concluded their Plea or not; it being to the Judgment of the Court, and not the Country?

As to the first we are all of Opinion that it is a Debt within the Act.

The Words of the Clause upon which it depends, are, *That the Bankrupt shall be discharged from all Debts by him due and owing, at the Time he became Bankrupt*; and then in Case he be sued for any such Debt, the Act directs, that he shall, and may plead in general, that the Cause of Action did accrue before he became a Bankrupt.

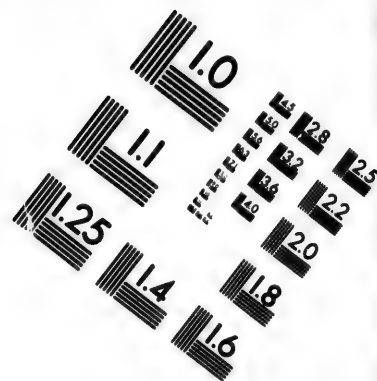
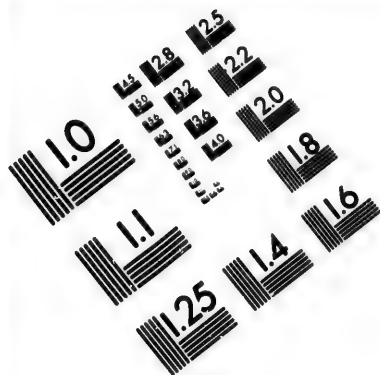
Upon these Words the immediate Question is, whether this was a Debt due, and owing by the Husband, at the Time he became Bankrupt?

It was said, and, I think, admitted at the Bar, *That a Debt due by the Wife, and one due to the Wife, dum sola*, must fall under the same Consideration.

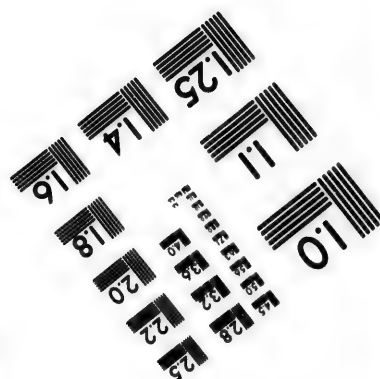
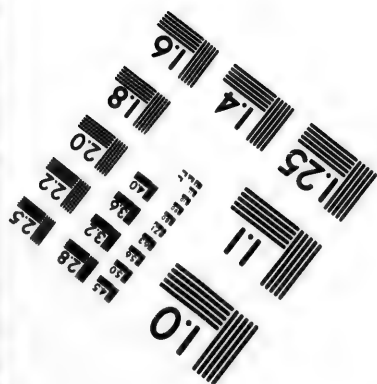
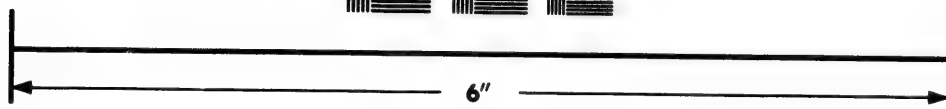
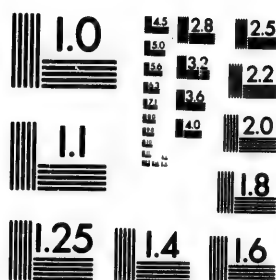
This is very reasonable, and therefore I have considered how far a Debt due to the Wife would be within this Act, to be assigned by the Commissioners of Bankruptcy. And in Order to understand this, it is necessary to go back to the former Acts.

And those of 13 *Eliz.* Cap. 7. and 1 *Jac.* I. Cap. 15. give the Commissioners Power over the Bankrupt's Body, Lands, &c. and to assign all Debts due, or to be due,





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due, to and for the Benefit of the Bankrupt, and the same to be recovered in the Name of the Assignees.

Now I take the Intention of these Laws to have been, that the Bankrupt having been guilty of a Fraud should not be trusted any more with the Management of his Estate, &c. So that upon this Intention, all those Effects and Debts, which he could take in, or turn into Money, the Assignees were designed to have in as full a Manner, either by Action or otherwise, and that in their own Names.

The best Rule of construing Acts of Parliament, is by the common Law, and by the Course which that observed in like Cases of its own, before the Act.

Thus it is in the Statute *de Donis*, which enacts, that Tenant in Tail *non habeat potestatem alienandi Tenementa*, to prevent their coming to the Issue; and that a Fine levied by him, *ipso jure sit nullus*. Now,

The Effects of this Statute being a Disability to alien to the Prejudice of others, therefore the Law ranks the Person incapacitated thereby, *with Bishops, and other Ecclesiastical Persons, and with Husbands*, who were by the Common Law disabled to alien to the Prejudice of their Successors and Wives.

And, therefore, though the Words be, that the Tenant in Tail shall not have Power to alien, and that his Fine shall be void, yet it has been construed, *that a Fine by Tenant in Tail is not merely void, but makes a Discontinuance*, thereby putting the Issue to his *Formedon*, and that other Alienations either put the Issue to his Action, or allow of his Entry, just as the Law stood before in Relation to Bishops, &c.

At Common Law it is a general Rule, *that no body can have an Action but a Creditor*, or, if he be dead, *his Representative*: But there are two Cases wherein this Rule fails, *viz.* in the Case of Forfeiture, and of an Assignment to the King. For though a *Chose in Action* cannot be assigned to a common Person, yet it may to the King. And in both these Cases, the King, or his Grantee or Assignee, may sue for these Duties in their own Name, 21 Hen. VII. 19. Though generally the Grantee sued in the King's Name; but that was only in order to take Advantage of the King's Prerogative.

Now let us see, how far the Wife's Debts were liable in these Cases.

In the Case of Forfeiture, as by Outlawry, &c. the Debts of the Wife were always extended and seized.

The Case of Assignment of Debts to the King, in *Hob. 2. 253.* is an Authority in Point; and notwithstanding the 7 Jac. 1. Cap. 15. which makes Assignment of Debts void, other than such as grew due originally to the King's Debtor *bona fide*. For the Purpose of that Law was, that no Debtor of the King should procure another Man's Debt to be assigned, which was the common Practice. But this says the Book, is his own Debt, though not to his own Use, which he may himself release and discharge, and by the same Reason may assign. This proves two Things.

*First*, That the Husband might assign these Debts by the common Law.

*Secondly*, That he was not restrained from doing it, by the Statute, because they were the Husband's own Debts.

This Reason concludes to the Case at Bar.

*First*, As it is the Husband's own Debt within the Words of the Act.

*Secondly*, That as the Husband might assign it, *ergo*, so might the Commissioners.

Besides, it is to no Manner of Purpose, and can serve no good End, to say, that such Debts are not assignable: For if they should be left in the Husband, as soon as he recovers them, the Commissioners must have the Money, and apply it to the Use of the Creditors.

But in Order to confine the Sense of the Words, *Debts due and owing to him*, it has been objected,

*First*, That the Statute does not extend to Debts due to a Bankrupt, as Executor.

*Response*. This is true; but it is for this particular Reason, because they are appropriated to pay the Debts of the Testator: And if they were assigned, it would be a Wrong, *viz.* a *Devolavit*.

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*Secondly*, It has been objected, that the Statute does not extend to Debts due to the Bankrupt jointly with another.

*Resp.* The Case cited for that Purpose from 1 *Lev.* 17. is not determined; such Debt might be assigned to the King by any one of the Creditors; and so it is adjudged, *Mich.* 19 *Hen.* VI. And it would be forfeited by the Outlawry of one.

However, that Case is not before us. Thus far is plain, that a Debt due from him and another would be within this Act of 4 *Anne*, for it is so declared by the declaratory Act of 10 *Anne*, which provides at the same Time, that the Discharge of the Bankrupt shall not extend to discharge the other joint Debtor. Cap. 15 S. 3.

But this of a Husband and Wife is a different Case; for it is his Debt, as he is one with her.

But it is contended, that the Bankruptcy ought not to give the Husband a better Right to his Wife's Debt, and bar her of her Contingency by Survivorship.

*Resp.* It does not give him a better Right; for his Release for a Consideration to himself alone would have barred her of the Contingency; and this is a Consideration in Law, and amounts to the same Thing.

Besides, that is answered by the Fiction of Law whereby the Statute of 1 *Jac.* Cap. 15. and this Statute has made it as a Debt, and new Security to the Assignees. Suppose a Bond was made to A. in Trust for B. who becomes a Bankrupt, the Assignees may bring the Action in their own Name, though B. must have brought it in the Name of his Trustee.

*Objected.* The Husband must join with his Wife in this Action, but the Assignees cannot do it.

This is answered as before, and by the Cases of Forfeiture and Assignment to the King. But to put another Case:

Suppose a Bill of Exchange be made to the Wife, *dum sola*, the Husband may assign it, and the Assignee shall bring the Action in his own Name.

This Reasoning holds stronger, in the Case of Debts due from the Wife; for,

*First*, Certainly it is the Husband's Debt, and the Action must be brought in the Debt and Detinet. It is admitted to be the Husband's Debt after Judgement; and it were hard to say, that a Judgment of Law charges a Man with a Debt, who was not chargeable with it, when that Judgment was given against him.

*Secondly*, If the Intent of that Act be considered, and the Question asked, *Cui bono?* it will appear still stronger. The Persons concerned in this Matter, are *First*, The Bankrupt; *Secondly*, the Creditors; *Thirdly*, the Wife.

As to the Bankrupt, if an Action be brought against him on such Bond, what Execution can the Plaintiff have? If he takes a *Fieri facias*, or *Elegit*, as soon as he finds Goods or Lands, the Commissioners ought to seize them; this would be wholly in effectual; and if he takes a *Capias*, it will only serve to lay the Bankrupt up in Prison, when all his Estate wherewith he should make Satisfaction, and deliver himself, is taken out of his Power. And that is the Reason of his being discharged, *viz.* because his Ability to pay is entirely taken from him.

And this distinguishes it from the Case of an Executor, and shews that he ought not to be discharged as to the Testator's Debts, for he retains his Ability to pay them, by keeping the Effects which he has as Executor; and the Commissioners cannot meddle with them, because they are appropriated.

It was insisted at the Bar, that he ought to be discharged from all his Debts, because he is not only obliged to part with all his Estate, liable to pay those Debts, but all whatsoever wherewith he might pay his Debts; as for the Purpose, *Copybold Lands, which are liable to no Execution.*

*Secondly*, As to the Creditor:

It cannot be for his Benefit that this Debt should not be within the Act; for the Bankrupt's whole Estate will be otherwise disposed of, and his Action against the Bankrupt can be worth nothing; but if this Debt be within the Act, then may he come in for his Dividend.

The Consequence of the contrary Opinion is, that you take from him every Thing wherewith his Debts may be paid, and at the same Time will not let him in for a Share.

*Thirdly*,

*Secondly*

*Thirdly, As to the Wife :*

It will be a Discharge to her, at least a temporary one; viz. during the Husband's Life. But though it be not necessary to give any Opinion upon that, yet I think it will amount to a perfect Release, and the Wife will be discharged for ever.

But no Harm can arise from this, for the Creditor is supposed to have had his Dividend, and the Debt is paid in Consideration of Law.

A Case may possibly be put, where a Woman being in Debt may make over all her Effects in Trust, and then marry a Bankrupt, and by that discharge all her Debts, and yet preserve her Estate; but that would be a fraudulent Conveyance, as against Creditors, *quoad* as much of the Estate as would satisfy their Debts, and for that they might have Remedy.

*It was objected*, that this Discharge is a personal Privilege, and not communicable to the Wife.

*Resp.* It is a necessary Consequence that it must extend to her, because every Thing in the Husband's Power is assignable, and all her Estate is in his Power. *Inf. 46. b.* *If the Husband be possessed in a Term for Years in the Right of his Wife, it may be sold on a Fi. Fa. and yet it is not actually transferred to the Husband by Intermarriage.*

For these Reasons, we are all of Opinion, that this is the Husband's Debt, within the Meaning of the Statute.

As to the second Question, viz. whether the Plea be good or not? We are likewise all of Opinion, that it is ill, *not to conclude to the Country.*

A Liberty of Pleading generally is given to the Bankrupt, and so he may avoid the Hazard of pleading specially; but then he must take upon him the Proof of his Conformity to the Statute in every Particular: Or if he thinks fit to plead the Matter specially, then he must set forth every Point; and by it he has every Advantage against the Plaintiff, that he must reply to one Particular only, upon which Issue must be taken. Here the Defendant has pleaded the Matter specially, but not set forth the Whole, and therefore it is ill for that Reason; for by the express Words of the Act, this is to be pleaded, so as that the whole Merits may be tried.

There are several Cases at common Law, where a Man shall conclude his Plea to the Country, though there be no Affirmative and Negative, to prevent the Inconvenience that would arise by going on to a Replication, as in 33 H. VI. 21. *to a Fine, quod Partes finis nihil habuerunt; & de hoc pñit se supra Patriam.*

So in Dower, *ne unques seise de Dower, & de hoc, &c.*

And the Reason of this is, for that it would be inconvenient to go on to a Replication, because to reply generally would leave it too large and comprehensive, and to reply any particular Kind of Estate, would be too narrow, and consequently immaterial.

This Statute has found a new general Issue in this Case; and this was the Foundation of Judgement in *Bird and Lacy's Case*, Mich. 6 Anne, C. B. Rot. 32. that a Plea upon this Act was well concluded to the Country; and if so, it cannot conclude to the Court.

It may be observed on the Statute of Sewers, 23 Hen. III. Cap. 5. that by these Words of that Act, a general Replication is expressly given, to avoid the Forcing the Plaintiff to a single Point; and so the Mischief which would be in this Case is prevented; thus it must have been in this Act, if it had not been the Intention of it to make the Plea a general Issue.

For this Fault in the Plea, which is shewn for Cause of Demurrer, and which would put a Difficulty upon the Plaintiff, not intended by the Statute, Judgement must be given for the Plaintiff.

A *Feme sole* is a Mortgagee in Fee for 800*l.* and marries a Tradesman, who becoming a Bankrupt, a Commission of Bankruptcy is taken out against him, and the Commissioners assign over all his Estate, real and personal; afterwards the Husband dies, and the Writings relating to this Mortgage being in the Assignees' Hands, the Widow of the Bankrupt brings a Bill in Equity against the Assignees, for these Writings, and to have the Benefit of the Mortgage.

This Cause came on to be heard, and, for its Difficulty, was ordered to be

*Beaucl. v. Bankr. 1 Peer Will. 458. Case 131. at the Roll.*

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But afterwards, being dissatisfied with that Opinion, he ordered the Decree to be stayed, and to be attended again by Counsel.

Whereupon his Honour gave his Opinion, that if there had been any Articles before the Marriage, purporting, that this Mortgage Money should continue in the Wife, as her Provision, or should be assigned in Trust for her, there would have been a specifick *Lien* upon the Mortgage, and have preserved it from the Bankruptcy.

Also it might have been a Matter of different Consideration, if the Assignees had been Plaintiffs in Equity, and desired the Aid thereof, to strip an unfortunate Widow of all that she had in the World; towards the doing of which, Equity would hardly have lent any Assistance; because the Assignees claiming under the Bankrupt Husband, could be in no better Plight than the Husband would have been; and if the Husband had in Equity sued for the Money, or else prayed that the Mortgage might be foreclosed, Equity, probably, would not have compelled the Mortgageor to have paid the Money to the Husband, without his making some Provision for his Wife, by an Application to the Court against the Husband, and the Mortgageor might have prevented the Payment of the Money to the Husband, unless some Provision were made for her.

But in the present Case, the Widow was Plaintiff against the Assignees, so that she, and not the Creditors, sought the Aid of Equity.

And here being in the Mortgage Deed, a Covenant to pay the Mortgage Money to the Wife, this Debt, or *Chose in Action*, was well assigned by the Commissioners to the Assignees, and vested in them, like the Case of *Miles and Williams*, last cited, where a Bond made to the Wife, *dum sola*, was adjudged to be liable to the Husband's Bankruptcy, and assignable by the Commissioners.

Wherefore if the Right of the Debt was vested in the Assignees, as plainly it was, though the legal Estate of the Inheritance of the Lands in Mortgage continued in the Wife, yet this was not material; it being no more than a Trust for the Assignees, like the common Case where there is a Mortgage in Fee, and the Mortgagee dies; here the Mortgage Money belonging to the Executors, though the Heir takes the legal Estate by Descent, yet he is but a Trustee for the Executor, for the Trust of the Mortgage must follow the Property of the Debt, else the Mortgageor would be in a very hard Case, liable to be sued by the Assignees of the Commissioners upon the Covenant; and also in an Ejectment by the Wife of the Mortgagee; whereas the latter Suit would be enjoined in Equity.

Then it was insisted, that here were Articles entered into before the Marriage of the Bankrupt and his Wife, by which the Husband covenanted to settle the Wife, in the Manor of *Dale*, or to leave her 1000*l.* within three Months after his Death.

But in this Agreement it appeared, that the Husband had his Election all his Life-time, and that if the Wife had brought her Bill in Equity against the Husband, she could not have compelled him to do the one or other; neither could she, upon such Bill, or otherwise, have compelled him to give any farther or better Security for the Payment of this 1000*l.* because she had that Security which she at first agreed to take, and the Court could not better it against her own Agreement.

But upon another Point, *viz.* as to 200*l.* Part of the Wife's Portion, on a Note given by the Husband at his Marriage, signifying his Consent that the Wife should have this 200*l.* the Court held the same was specifically bound thereby; so that with Respect to this only, the Plaintiff was relieved, and the Bill, as to the Rest, dismissed.

*Of the Rights which are vested in the Bankrupt's Children by Virtue of Marriage-Settlement, and Trustees for supporting contingent Remainders.*

IF a Man before Marriage with his Wife makes a Settlement, or enters into Articles with Trustees to make such Settlement upon his Wife, and conveys, or agrees to convey, such Estate to Trustees, to the Use of himself or his Assigns,

for the Term of his Life, without Impachment of Waste; and, after the Determination of that Estate, to the Use and Behoof of *A. B.* and *C. D.* and their Heirs during the Life of the Husband, upon Trust, to preserve the contingent Uses and Estate therein after limited, from being barred, destroyed, or prevented; and for that Purpose to make Entries and bring Actions as Occasion shall require; but, nevertheless, to permit and suffer the Husband and his Assigns, during his Life, to receive and take the Rents, Issues, and Profits of the same Premises to his and their own Uses; and from and after the Decease of the Husband, to the Use of the Wife for Life; and afterwards to the Use of the first and other Sons of their Bodies according to Priority, and their Heirs Male; and for Default of such Issue, to the Daughters and their Heirs equally; with proper Provisions for raising Portions for Daughters and younger Children, as is usual in Marriage Settlements; though the Remainder in Fee is limited to the Bankrupt, for Want of Issue Male or Female; yet if such Person becomes a Bankrupt, and has a Wife and Children, or Children and no Wife, though this is an entailed Estate, yet it is not such an Estate as he can lawfully or equitably bar by a Fine or common Recovery, and consequently he will be only Tenant for Life, and his Wife will enjoy the Jointure, and his Children his Estate after his Death; and the Creditors cannot defeat such an Estate.

But if he dies without Children, and becomes a Bankrupt, and there are no Remainders over, but the Remainder in Fee is in him, *Query*, whether a Court of Equity would not, after confirming his Wife's Jointure, direct and enable the Trustees, in Conjunction with him, to bar the Estate Tail, for the Benefit of his Creditors: But there have been Instances where Trustees have joined with the Husband, and defeated the legal Estate by a Recovery; but Acts of this Kind have been always looked upon as the highest Breaches of Trust; and if a Purchaser was to buy the Estate, or a Mortgagee to lend any Money upon it, with Notice of the Trust, he would be unsafe in so doing. And as this is a Matter of great Consequence to Families, I shall for that Reason cite the following Cases.

See the subsequent Case of *Basset v. Chapman*, *Pye v. George*, *1 Peer Will.* Rep. 128. *Salk.* 680. *Mish.* 1710.

It was declared by the Lord Keeper *Harcourt*, that where there were Trustees appointed by Will to preserve contingent Remainders, and they, before the Birth of a Son, joined in a Conveyance to destroy the Remainders, this was a plain Breach of Trust, and any Person taking under such Conveyance, if voluntarily, or having Notice, should be liable to the same Trusts.

And though it was objected, that this had been only *obiter* said in Equity, and that there never was any Precedent of a Decree in such a Case:

Lord Keeper said, it was so very plain and reasonable, that if there was no Precedent in this Case, he would make one.

But this was the principal Case, which was, that there was a Son born before the Conveyance by the Trustees, and the Estate being in Mortgage, the Son came into Equity, after the Death of Tenant for Life, to redeem.

Agreeably to what was thus declared by Lord *Harcourt*, it has been since expressly decreed by Lord Chancellor *King*, assisted by Lord *Raymond* and Chief Baron *Reynolds*, in the Case of *Manfell* *vers.* *Manfell*, December 1732, hereafter mentioned; which was the Case of a voluntary Settlement, and where the Court unanimously delivered it as their Opinion, that Nothing in common Justice, Sense, and Reason, could be a plainer Breach of Trust, than that those who were appointed Trustees, to the Intent to preserve the Estate to the first Son, and for that Purpose only, should directly contrary to their Trust, join in the Destruction of the Settlement.

But where there is Tenant for Life, Remainder to the first Son, &c. and no Trustees to preserve contingent Remainders, in such Case, if Tenant for Life by Fine or Feoffment destroys the Remainders, there being no Trustee, there can be, consequently, no Breach of Trust; and this being the Law, Chancery will not interpose.

But then as this was a Hardship at Law, to prevent which the Method of appointing Trustees was invented, so it is reasonable that the Trustees, when they let in this Hardship by violating the Trust reposed in them, should themselves be liable for the same; but if the Conveyance be voluntary, or if there be Notice of the Trust, such Trust shall follow the Land.

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One after Marriage makes a voluntary Settlement of his Lands to himself for *Trin. Term.* Life, Remainder to Trustees to support contingent Remainders, Remainder to *1717. Bassett* his first, &c. Son in Tail successively, Remainder to himself in Fee; and con- *v. Clapham,* tracting Debts, he after makes a Conveyance of his Estate to other Trustees, for *1 Peer Will.* 35<sup>b</sup>. Payment of these Debts.

The Creditors bring a Bill, and, *int' al*, insist, that the Trustees for preserving contingent Remainders should join in the Sale to destroy the contingent Remainders: And this came on by Consent before Sir *Joseph Jekyl*, who took Time to consider of it, alledging, that though in the Case of Sir *Thomas Tippin*, where Trustees had joined in cutting off Remainders created by a voluntary Settlement, the Court, on a Bill brought by a remote Relation, had refused to punish them, as distinguishing betwixt a voluntary Settlement, and one made on a valuable Consideration; yet he had not known a Precedent where the Court ever decreed the Trustees to join in destroying the contingent Remainders; this being the Reverse of the Purpose for which they were at first instituted.

But this Cause coming on in *August 1717*, and a Precedent being shewn where such a Decree was pronounced, his Honour decreed, that the Trustees should join to destroy the contingent Remainders, and be indemnified, it being at the Suit of the Creditors, and for raising of Money for Payment of Debts.

NOTE, Sir *Thomas Tippin's* Case was, where, upon a Marriage, Settlement was made by a third Person to the Use of the Husband for ninety Years, Remainder to Trustees, during the Life of the Husband, to support contingent Remainders; Remainder to the Wife for Life, Remainder to the First, &c. Son of the Marriage, Remainder to the Heirs of the Body of the Husband, Remainder to the right Heirs of the Husband: There was no Issue of the Marriage, and the Remainder in Fee being contingent, in Regard the Limitation to the Husband was for Years only, and the Estate not moving from the Husband (for if it had, the Remainder limited to the right Heirs of the Husband, would have been the old Reversion) the Trustees joined to destroy this contingent Remainder.

And on this Case being cited, it was said by the Master of the *Rolls*, that if a Son had been afterwards born, it would have been a Breach of Trust; but this Remainder to the right Heirs of the Husband, being a remote Limitation, and not within the Consideration of the Settlement, and voluntary, Equity would not punish it as a Breach of Trust.

This Cause came on, upon an Appeal to my Lord Chancellor *King*, from the *Trin. Term.* Decree of the Master of the *Rolls*. 173<sup>a</sup>.

*Edward Vaughan* seized in Fee in 1683, devised Lands to his Sister *Dorothy*, afterwards the Plaintiff's Mother, for Life, Remainder to Trustees to preserve contingent Remainders, Remainder to the Use of her first, and other Sons in Tail Male, Remainder to the Use of his Cousin *Edward Mansell* in Fee, and charges the Estate with a Debt of 1200*l.* and dies.

The Plaintiff's Mother intermarried with Sir *Edward Mansell*, and in 1685, they, with the Remainder-man in Fee, joined in a Feoffment, with a Covenant to levy a Fine to Trustees to the Use of the Plaintiff's Father in Fee; and this is expressed to be to the Intent that the Fee simple might be vested in him, for the raising of Money for the Payment of the Debts of *Edward Vaughan* the Testator, whose Inheritance it was, by demise, selling, or mortgaging the Estate, or any Part thereof, and for other good Causes and Considerations; a Fine is levied accordingly at the grand Sessions in *Coermartenshire*, where the Lands lay. About a Year after, the Trustees to preserve contingent Remainders, reciting the Will, Feoffment, and Fine, convey the whole Estate by Lease and Release to the Plaintiff's Father in Fee, *Dorothy* being then with Child, and then the Plaintiff is born; after, the Father makes the Plaintiff Tenant for Life, &c. and then dies.

The Plaintiff brought his Bill to have the Benefit of Mr. *Vaughan's* Will, and insisted on the Breach of Trust; and that the Parties who claim under the Fine and Feoffment, being Parties to the Breach of Trust, ought not to take Advantage of it.

The Defendant in his Answer insisted on the Fine and Feoffment.

The Master of the *Rolls* decreed for the Plaintiff for so much as was not alienated *bonâ fide*; and this Decree was confirmed in *Mich. Vacation*, 6 *Geo. II.* by Lord

Lord Chancellor *King*, assisted by Lord Chief Justice *Raymond*, and Lord Chief Baron Reynolds, as before mentioned.

At the Rolls,  
Mich. 1698.  
*Parker v.*  
*Dyke*.

A Man had devised Lands, which were in Mortgage to be sold, and the Surplus of the Money to be paid to his Daughter; the Daughter married a Man who soon after became a Bankrupt, and the Commissioners assigned this Interest of the Wife's. The Husband died, and the Assignees brought this Bill against the Wife and Trustees, to have the Land sold, and the Surplus of the Money paid to them. But the Court would not assist in stripping the Wife, who was wholly unprovided for, of this Interest, but dismissed the Bill.

#### Of Possibilities.

5 Geo. II.  
8. 1.

BY this Statute it is enacted, that the Bankrupt is to discover to the Commissioners upon Oath, such Estate and Effects as he may have any Profit, or Possibility of Profit, Benefit, or Advantage whatsoever by.

1 Peer Will.  
382.

And a Possibility is defined to be such an uncertain Thing as may or may not happen; but it must be such a Right, according to the Case of *Higden and Williamhamson*, as a Person may lawfully depart withal, and which, by some Deed or Writing, he may have a Possibility one Time or other to enjoy.

But if a Bankrupt has Relations, who may possibly provide or not provide for him, as they shall think fit; this uncertain Possibility is no Part of the Bankrupt's Estate: and if he obtains his Certificate, will not pass to his Creditors; because he had it not in his Power to part with his Relation's Fortune, nor could he tell what his Will or Intention might be, or whether he would give him any Thing or no.

Hill. Term.  
1701.  
*Faulson v.*  
*Grout*. 2 Vern.  
Rep. 432.

*William Davidson* having devised a Legacy of 600*l.* to his Son, payable at twenty-one, for which he had obtained a Decree, and 637*l.* reported due; before he received the Money he became a Bankrupt, and the Commissioners assigned the Legacy and Benefit of the Decree.

The Bill was brought by the Assignees to have the Benefit of the Decree; to which the Defendants, the Executors, demurred; insisting that a Legacy was not within the Compass or Purview of any of the Acts made against Bankrupts, to be assigned to the Creditors.

But the Demurrer was overruled; and said, that the Act of Parliament ought to be taken in the most benificial Sense for the Advantage of the Creditors.

#### Of Interests which have been determined not to center in the Bankrupt.

Mich. 1690.  
*Moyse v. Little*.  
2 Vern.  
Rep. 194.

THE Defendant, upon Marriage of his Son, settles Lands upon himself for Life, Remainder to his Son for Life, &c. and covenants, during his own Life, to pay his Son 15*l.* per Ann. The Son becomes a Bankrupt; the Plaintiff, as an Assignee, brings the Bill against the Defendant, the Father, to have the Benefit of this Agreement, and to compel Payment of the 15*l.* per Ann.

*Per Curiam*: An Assignee, under a Statute of Bankrupt, is not entitled to have the Performance of an Agreement made with the Bankrupt; and that it was so adjudged in the Case of *Drake and the Mayor of Exeter*. And therefore dismissed the Bill.

*Coates*, possessed of a Lease for Years, contracted with the Committee of the Company for a new Lease, and paid Part of the Fine; and, by *Coates's* Consent, a new Lease was made to *Mosse* by the Company, and to him executed. *Coates* was at the Time of Treaty a Bankrupt. The Question was, whether the Commissioners could assign the Lease to the Prejudice of *Mosse*, and *Drake's* Case was cited.

The Lord Keeper ordered that the Plea and Demurrer be ousted, and the Benefit thereof saved till the Hearing; he doubted of the Lease: There were other Matters for the Benefit of *Mosse* also in the Plea.

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*Of the Creditors, who are such, and therein of proving their Debts, and how Notice of their Meeting is to be given, and of Debts due to the Crown.*

EVERY one to whom the Bankrupt is indebted, either on Bonds and Notes, or by Book-Debts or simple Contracts, by Recognizances, Statute Staple, or Judgments, Specialties with Penalties, Attachments, and Securities where no Execution is sued out, is a Creditor, and has a Right to a Share in the Bankrupt's Estate.

Creditors on Bonds or Notes, by Book-Debts or simple Contracts, are equally entitled to a Dividend under a Commission of Bankruptcy, with Creditors by Judgment, Statute, &c. and Creditors that have Debts due to them payable at a future Day, may petition, or join in petitioning, for a Commission.

But Creditors upon contingent or uncertain Debts, or upon Bottomree Bonds, could not come in as Creditors, or prove their Debts, till such Contingency happened, before passing the subsequent Act, viz.

And as Merchants and other Traders frequently lend Money on *Bottomree*, or at *Respondentia*, and cause their Vessels with their Cargoes to be insured; and where Commissions of Bankruptcy have issued against the Obligor, or the Assurer, &c. before the Loss of the Ship or Goods has happened, it hath been made a Question whether the Obligee, or the Assured, should be let in to prove their Debts, or be admitted to have any Benefit under such Commission, which may be a Discouragement to Trade: For Remedy whereof, it is enacted, that from the 29th of October, 1746, the Obligee in any Bottomree or Respondentia Bond, and the Assured in any Policy of Insurance made *bond fide* upon a valuable Consideration, shall be admitted to claim; and after the Loss or Contingency, to prove the Debt thereon, in like Manner as if the same had happened before the Issuing of the Commission of Bankruptcy; and shall receive a proportionable Dividend with the other Creditors of the Bankrupt's Estate; and after the said 29th of October, every Bankrupt shall be discharged from the Debt on such Bond and Policy of Insurances as aforesaid, and shall have the Benefit of all the Statutes against Bankrupts, in like Manner as if such Loss or Contingency had happened, and the Money payable thereon had become payable before the Time of the issuing of such Commission.

Creditors may come in within four Months after issuing the Commission, and until a Dividend be made, and shall be at Liberty to prove their Debts under the Commission, without paying any Contribution or Sum of Money whatsoever, for or on Account of such Debt.

Creditors, upon what Securities soever they be, come in equal, unless such as have obtained actual Execution, or taken Pledges for their just Debts before the Bankruptcy.

A Creditor, though he hath Security, may come in and prove his Debt, because possibly his Security may prove deficient; and every Creditor is to swear, whether he has a Security, or not; and if he has a Security, and insists upon proving his Debt, he must deliver up the Security for the Benefit of the Creditors at large, under the Commission, unless it be a joint Security for the Bankrupt and another Person; for then he may come in for his whole Debt under the Commission, without being compelled to deliver up such joint Security, as he is intitled to get in what he can from the Co-Security.

Where a Creditor proves a Debt under the Commission, and also proceeds at Law for the Recovery thereof, and detains the Bankrupt in Custody on the Action; his only Relief is to petition the Chancellor, that the Creditor or Plaintiff may make his Election, either to abide by the Commission, or to proceed in his Action; whereupon he will be ordered to make such Election within a limited Time, usually about a Week; and whichever Remedy the Creditor chuses, he will be at liberty to assent to, or dissent from the Certificate: But if the Election be to proceed by Law, the Creditor must waive all Dividends under the Commission. See *Greene's Spirit of the Bankrupt Laws*.

If a Man trade with a Bankrupt between the Act of Bankruptcy and the Commission sued out, whether by Delivery of Goods, or Payment of Money,

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without Notice of the Act of Bankruptcy, the Bankrupt keeping open Trade, such Person shall come in as a Creditor for such Goods or Money.

*Special Cases of Debts that may be proved under the Commission.*

2 Ves. Rep.  
489.

**ANNUITY.** Lord Hardwicke referred it to the Commissioners to settle the Value of an *Annuitant's* Life, and that she be admitted a Creditor for such Valuation, and the Arrears of the Annuity, and not for the whole Purchase Money.

**Apprentice.** The Commissioners may allow a gross Sum out of the Estate for binding him to another Master, but the Court alone can order him to be admitted a Creditor; accordingly, Lord Chancellors, *King, Talbot, and Hardwicke*, ordered an *Apprentice*, whose Master became a Bankrupt, to be admitted as a Creditor under the Commission, on Account of the Apprenticeship-Fee received by the Master, only for the remaining Sum thereof, after deducting for the Time he lived with the Bankrupt.

**Bail.** If *A.* is Bail for *B.* either to bring his Body, or to pay the Condemnation Money, and *B.* becomes Bankrupt, he may come in as a Creditor.

If the Bail be liable, that is, if he has justified himself as such, before his Principal becomes Bankrupt, though he be not *fixed* till after, yet it seems he is well entitled to make his Claim forthwith, and to *prove*, as soon as he has paid the Condemnation Money.

**Children.** A Child living with and maintained by a Parent, who receives the Earnings of the former, may be admitted a Creditor under her Father's Commission, but with Caution:

parte  
Macklin  
2 Ves. 675.

Thus, upon a Petition on the Part of Miss *Macklin* to be let in as a Creditor on the Estate of her Father a Bankrupt, for the Money he had received from the Managers of the Theatres on her Account, offering an Allowance thereof for living with, and being maintained by him, during the Time of her acting upon the Stage: It was alledged on her Part, that the Court is so far from giving the Father all the Earnings of the Child, as not to suffer a Father to be eased of the Maintenance of a Child, who has a Fortune, but will let the whole Interest accumulate, and the Father maintain the Child, unless unable to do so.

The Lord Chancellor said, he was under some Difficulty for the Sake of the Precedent; for if it is true, that this Question is the same as it would have been between the Daughter and the Father, if he had not been a Bankrupt, and could answer to an Action for himself; whether after all this Transaction the Daughter could in an Action have recovered against the Father all this Money, as Money had and received to her Use? He said, it might be dangerous in *London* to lay it down as a general Rule, that if a Father having several Children, who earn Money which he receives, becomes Bankrupt, every Child can come and claim his Debt for that Money so had and received while they lived together, and were Part of his Family. A Father frequently sends out his Son to work as a Journeyman, and his Earnings are taken to be his Father's. Here, said his Lordship, the Father, Mother, and Daughter were all Actors and lived together; the Father received the whole. It is extraordinary to say, that after a Length of Time, this shall be all called back, because of an Act of Bankruptcy. He reserved it therefore to the Commissioners to inquire, how much the Father received to the Child's Use, unless as to so much as was a Covenant with the Daughter herself.

**Relations.** Debts of near Relations to the Bankrupt, especially Securities, as Bonds, Bills, &c. are generally looked upon with a jealous Eye by the other Creditors, therefore great Care should be taken by the Commissioners to be satisfied of the Validity of the Demand. And such Creditors should take every Precaution to establish the Validity by proper Vouchers, if called upon. *Green's Spirit of Bankrupt Laws.*

**Servants.** The Commissioners generally recommend to the Assignees to pay the Whole of the Wages of menial Servants; but where the Wages of Clerks, and other superior Servants are very large, and the Arrears long, they should prove their Debts, and come in as common Creditors. *Ibid.*

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One seized of Lands in Fee, owes a Debt by Statute, and afterwards becomes a Bankrupt, and the Creditor by Statute extends the Lands; then a Commission of Bankruptcy is sued out; and whether the Lands should be liable to the Statute Creditor, was the Question.

*Sic George Roseland, 2d al. against — Peer Will. 92. Easter Term, 1706.*

This was referred by Lord Chancellor to the Judges of the Common Pleas, who held that a Creditor by the Statute, and a Statute not sued, and executed before the Bankruptcy should come in only *pro rata*, though there were Lands in Fee bound by the Statute.

In February 1716, the Defendant *Fletcher*, being seized in Fee of some Lands in Bedfordshire, borrowed 1500*l.* of the Plaintiff *Orlebar*, one of the Masters in Chancery. On a Judgement afterwards, viz. August 20, 1717, the Defendant *Fletcher* articted with the other Defendant, the Duke of Kent, to sell the Premises to the Duke in consideration of 5000*l.* to be paid down, and 650*l.* to be paid at Christmas then next; the Duke to be let into Possession at Michaelmas; subsequent to which Transactions, the Defendant *Fletcher* becoming a Bankrupt, the Plaintiff Mr. *Orlebar*, brought his Bill against the Duke of Kent, *Fletcher* the Bankrupt, and the Assignees under the Commission, praying that the 650*l.* remaining in the Duke's Hands might be paid to the Plaintiff towards Satisfaction of his Judgement.

*Mib. 1721. Orlebar v. Fletcher and the Duke of Kent. Peer Will. 737. Case 212.*

In the principal Case the Court said that the Duke could not be deemed a Purchaser until he had paid the 650*l.* which remaining in the Duke's Hands, was Part of the personal Estate of the Bankrupt, and must be liable to his Creditors.

Wherefore, *per Curiam*, let the Assignees convey the Premises in Fee to the Duke of Kent, in the same Manner as the Bankrupt had articted to do, they standing in his Place; and in Consideration of this, let his Grace pay the 650*l.* to the Assignees, for the Benefit of the Creditors; and as to the Plaintiff Mr. *Orlebar*, the Judgement Creditor, he must come in for a Proportion only with the Rest of them.

*A.* draws a Bill payable to *B.* on *C.* in Holland for 100*l.* *C.* accepts it; afterwards *A.* and *C.* become Bankrupts, and *B.* receives 40*l.* of the Bill out of *C.*'s Effects, after which he would come in as a Creditor for the whole 100*l.* out of *A.*'s Effects. *B.* permitted to come in as a Creditor for 60*l.* and the Master directed to see whether the other 40*l.* was paid out of *A.*'s Effects in *C.*'s Hands, or out of *C.*'s own Effects; if the latter, then *C.* is a Creditor for this 40*l.* also, but if out of *A.*'s Effects, then the 40*l.* of the 100*l.* is paid off.

*Ex parte Roswell. 2 Peer Will. 407. Hil. T. 1728. Lord Macclesfield.*

*A.* gives a Promissory Note for 200*l.* payable to *B.* or Order; *B.* endorses it to *C.* who indorses it to *D.* *A.* *B.* and *C.* become Bankrupts, and *D.* receives five Shillings in the Pound, on a Dividend made by the Assignees against *A.*; *D.* shall come in as Creditor for 150*l.* only out of *B.*'s Effects, and if *D.* paid Contribution Money for more than 150*l.* it shall be returned.

*Ex parte Leffebure. 2 Peer Will. 407. Easter Term, 1727. L. C. King*

*Francis Venaker*, Esq. Son and Heir, and also Executor of *Nicholas Venaker*, his Father, Plaintiff, sued the Commissioners and Assignees of a Statute of Bankruptcy against one *Shelbury*, to be let in to pay his Contribution Money, and to have a proportionable Benefit of the Bankrupt's Estate with the Rest of the Creditors.

*Francis Venaker, Esq. v. Shelbury. Neph. Esq. & al. Planch's Rep. in Chan. S. 60. Hil. 1672. 25 Car. II.*

The Case was, that *Shelbury*, who was a Scrivener, and Agent for the Plaintiff's Father, had got several thousand Pounds of the Father's Money in his Hands, for which he had only *Shelbury*'s single Bonds, on some of which he got Judgement and Execution on *Shelbury*'s Goods, which were appraised, and Part thereof came to the Father's Possession in his Life-time, or to his Bailiff after his Death, and were sold by them. That a Commission of Bankruptcy was sued out against the said *Shelbury* by the Defendants, who pretended that *Shelbury* had committed an Act of Bankruptcy before the Father had obtained any Judgement against him.

That *Lesfon* and *Nash* had brought several Actions against the now Plaintiff and his Trustees, in three of which Actions they were non-suited; that in another Action he had obtained a Verdict for 920*l.* since which the Plaintiff, before any Assignment of the Bankrupt's Estate, hath offered to pay his Contribution Money, being a Creditor for above 6000*l.* The Commissioners insist that they found *Shelbury* a Bankrupt before the Father's Judgement, and the Assignees say that they have recovered against the Plaintiff 53*l.* Damages, in an Action of *Trover*, for *Shelbury*'s Goods



Goods in his Hands, &c. But now the Counsel for the Plaintiff offering that he should stand in his Father's Stead, and be accountable for all that the Father had received of the Bankrupt's Estate, and that he should pay a reasonable Proportion of Contribution-Money, so that he may be let into the Statute, which Offers the Court decreed should be accepted, and he admitted a Creditor accordingly.

*Ex parte* 18  
al. v. John  
Kent & al.  
Fitch's Rep.  
316. Mich.  
1677. 29  
Car. II.

The Plaintiffs lived in Gloucestershire, where also one *Blithe* lived, who owed them Money, and having committed some Acts of Bankruptcy, he afterwards came to an Account with the Plaintiffs, and sold them several Parcels of Goods in Satisfaction of their Debts.

The Defendants lived in London, to whom also the said *Blithe* was indebted, and they having employed a Person to discover his Estate in the Country, and how it had been disposed of, and to procure the same to be distributed equally amongst all his Creditors; it was at last agreed amongst them, that the Plaintiff should wave the Disposal of the Goods to them already made by the said *Blithe*, and that they should have an equal Distribution with the Defendants, in Proportion to their respective Debts; and for that Purpose, that a Commission of Bankruptcy should be taken out at London, and executed there, and all the said Debts put in *Hotchpot*.

Accordingly a Commission was executed at London, but without giving Notice thereof to the Plaintiffs, or any Commissioners sent into the Country, to join with the others therein, in Order to a perfect Discovery of the said *Blithe's* Estate, as agreed on.

And afterwards the Defendants prevailed with the Commissioners in London, within a Month after the Execution of the Commission, to make an Assignment and Dividend of the said Bankrupt's Estate, contrary to the said Agreement: intending thereby to exclude the Plaintiffs; and now refuse to let them come in for their Shares, though they have offered to pay their Contribution-Money, and Proportion of the Shares of Commission; but have brought Actions of *Trove* for the Goods so sold and delivered by the said *Blithe*.

To be relieved against which Actions, the Plaintiffs have brought this Bill; and that the said Agreement might be performed, and the Dividend made amongst the Defendants be set aside, and that the Plaintiffs may be let in to have an equal Distribution with them.

All which Matters appearing to the Court, though the Defendants denied the said Agreements, yet such Relief was decreed, as the Plaintiffs had prayed.

*Mich. 7. Geo.*  
*II. Brassy v.*  
*Dowson, K. B.*  
before Lord  
*Raymond.*

An Action was brought by the Plaintiff, an Assignee under the Commission of Bankruptcy, against the Commissioners of Land-Tax. In this Case, one *Fallow* was a Collector of the Land-Tax, and had collected a great deal of Money for the publick Use, and on July 7, 1731, absconded and became a Bankrupt; and on the 16th of the same Month and Year, the Commissioners brought their Warrant, and seized his Goods, &c. after a Commission was taken out, and the Assignee appointed. This Case was tried before Lord *Raymond*, and Verdict given for the Plaintiff, subject to the Opinion of this Court.

Serjeant *D.* The only Question in this Case is, whether the Act of Bankruptcy so took away the Property of the Goods before Assignment, as to make them cease to be his?

*C. J.* If an Extent be issued out, nay, only one *tested*, before the Goods, &c. are assigned, that Extent will be good.

*D.* That is a Prerogative Case, but this is in the Case of a private Person. In *C. B.* in London, 3 *Geo. II.* *Andrews* and Sir *Matthew Decker's* Case was tried at *Nisi Prius*, before Chief Justice *Eyre*, and the Action was brought against Sir *Matthew* for a false Return to a *Fieri Facias*, viz. *nulla bona*. It appeared on Evidence, that Goods of the Defendant were in the House at the time of the Return, but that the Party whose Goods were to be taken, became a Bankrupt before the Writ was delivered to the Defendant, and that a Commission was issued against him, but his Goods were not assigned over by the Commissioners. Here the Commission was held to be sufficient Proof of his being a Bankrupt.

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Serjeant E. This Case concerns the Crown, and therefore the Property is not altered till Assignment, and an Extent in Aid executed before the Assignment is good; so in 3 *Keb.* 14. The Crown is not bound by Statutes relating to Bankrupts; so Sir *William Jones* 203. An Extent and a Warrant from the Commissioners of the Land Tax, alters only the Manner of collecting the Money of the Crown. By the Statute of 3 *Geo.* II. fol. 25. if any Collector refuses to pay the Money which he has collected, any Commissioner may commit him, and seize his Estate; and this is a new Law, and shall control all the former Resolutions. 3 *Lev.* 69. 191, S. C.

D. This Case does not concern the Crown; for by the Statute 3 *Geo.* II. fol. 18. it appears that the Seizure of the Collector's Estate is for the Benefit of the Parish, which is answerable for the Money at all Events; therefore the Parish is to return to the Commissioners substantial Men to be Collectors and Assessors, and the Money collected comes not to the Crown till it is paid into the Hands of the Receiver.

C. Y. In this Case are two Questions; the first is, whether, if this be the Case of a private Person, what Effect an Act of Bankruptcy has on the Goods, in that Case, before an Assignment? In the Case of a private Person, there is no actual vesting the Bankrupt's Estate before Assignment, because the Commissioners have only a Power of Disposal; but after Assignment they vest to many Purposes by Relation from the Time of the Bankruptcy, as to avoid the Acts done by the Bankrupt himself; and therefore I think, if a Judgment be given against one before a Bankruptcy, and the Execution be completely executed by Sale of the Goods and Payment of the Money over before the Assignment, that the Execution will be good. But here, in a Case of a private Person, the Execution would not be completed, for the Goods were not disposed of by the Officer before the Assignment; and then I think this Commission will over-reach it. So the Question is, whether this is a Prerogative Case? And it seems to me that it is; for though the Money when levied is to be applied to the public Use, yet it is always considered as Money of the Crown; therefore it is always recovered by the Prerogative Power; and I think it hard to imagine that the summary Remedy given to the Commissioners by the Statute of 3 *Geo.* II. should put the Crown in a worse Case than it was before; and if an Extent in this Case had been sued out, the Goods would have been bound even from the *Test* of it; and there could be no Relation.

The Question here is, whether this Warrant can have the same Effect as an Extent would have had? As to the Parish being liable, that makes it not less the Money of the Crown than before, for that is only giving the Crown a double Security for the Money. And in the Case of *Box and Norton*, it was held that an Extent and Execution, after Assignment, would be good. The other Judges said little to it. See *Salkeld* 111. contrary to *Andrew's* Case cited by *Darnall*, and *per Curiam*. It was ordered to stand over.

A. sells Land to B. who afterwards becomes a Bankrupt, Part of the Purchase Money not being paid. A. shall not be bound to come in as a Creditor under the Statute, but the Land shall stand charged with the Money unpaid, though no Agreement for that Purpose. 1 *Term.* 267.  
2 *Mich.* 1684.  
3 *Chapman v. Tanner.*

If there be an Act of Bankruptcy committed, and a Creditor obtains a Judgment subsequent to it, the Judgment is hereby avoided. Easter Term.  
13 *W.* 111.

A. and B. were Sureties for C. for the Payment of some Money, and had Counter-Bonds to save them harmless; the Money was not paid at the Day, and the Sureties paid it, and afterwards C. became Bankrupt; the Question was, whether they were Creditors within the Statute, and it was resolved that they were; and so it has been determined in several subsequent Cases. Held at N. P.  
2 *Cro. Rep.*  
127.  
3 *Ojken & al. v. Churchman.*

No Commission of Bankruptcy can remove or carry away any Goods belonging to a Bankrupt, till all the Rent due to a Landlord is paid, although there be several Years in Arrears, provided the Landlord seizes for Rent before the Goods are removed; but if the Landlord does not seize before the Commission takes the Goods off the Premises, he must then come in as a Creditor with the Rest of the Bankrupt's Creditors.

Also if there are not sufficient Goods upon the Premises to pay the Landlord's Rent, he can only take what Goods there are, and after they are appraised and sold,

as the Law in Cases of Distress for Rent directs, then the Landlord may come in as a Creditor for the Rent remaining due, with the Rest of the Creditors.

All Debts due to the Crown are preferable, and to be paid before any others, except where an Estate or Interest is incumbered, conveyed, or assigned, prior to such Debts due to the Crown; and in the Case of a Landlord, where a Year's Rent is to be retained before an Extent can take Place.

And in the Case of a Commission of Bankruptcy, if an Extent is taken out the same Day and executed with the Commission, the Extent shall take Place, and carry away the Effects before the Commission; and according to the Case of *Brassey and Dawson*, hereafter mentioned, an Extent shall take Place before the Telle of the Writ, though not executed till some Days after a Commission of Bankruptcy; and notwithstanding an immediate Assignment has been made of the Estate and Effects.

But if an Assignment is made before the Execution, or the Telle of the Extent, such Assignment takes Place before the Crown, and the Crown can then only come in as a Creditor, *pari passu*, with the Rest of the Bankrupt's Creditors; which the following Cases will make appear.

*Monk v. Clayton*, 3 Kib. 14.  
Easter, 24.  
Car. 11.  
Mod. Rep.  
93. pl. 1.

Mr. Solicitor prayed the King's Process might take Place against the Assignee of Commissioners, the Defendant being a Bankrupt; which by the Court cannot be, unless Seizure be made and returned by Inquest before the Assignment; also this being not an immediate Debt, but in Aid of Receivers, who were jointly bound with *Monk*, the Court refused to deliver Money, till an Inquest be returned of this particular Debt, though *Clayton* himself was Sheriff, and would return none; and an Adjournatur till Notice to the King's Attorney.

*Monk v. Clayton*, Mich. 24.  
Car. 11.

Mr. Attorney *Finch* prayed, that Money of the Plaintiff's, being a Bankrupt and an immediate Debtor to the King by Returns of Money from the Commissioners of the Excise, which in Truth was from one *Thistlewait*, a Collector, might not be delivered out of the Court to the Assignees of the Commissioners. On *Norwich's* Case, 4 Car. 1. in the *Exchequer*, that the King in such Case shall be first satisfied; contrary, where his Debt is but in Aid of another. But it was not allowed, but the Money ruled to be delivered to the Assignees, and that the King may, by *Scire Facias* against them, recover it.

*Special Cases of Debts that cannot be proved under the Commission.*

3 Wils. Rep.  
C. B. 270.  
7 Geo. L. C. 31.

**D**EBTS payable upon a Contingency, which may possibly never happen, cannot be proved.

One having only a Cause of Action, cannot come in and prove it as a Debt.

3 Wils. Rep.  
C. B. 272.

Creditor, during Bankruptcy, having a Verdict with Damages and Costs, in Assault and Battery, before Bankruptcy, but not Judgment till after Certificate, cannot, in the Opinion of the Court of C. B. come in under the Commission; such Demand not being a proveable Debt, because not due at Time of Bankruptcy.

*Ibid.* 13. 530.

Resolved, that the Acceptor of a Bill of Exchange, drawn on him by Bankrupts, who promised to indemnify him, before their Bankruptcy, could not, on his being sued and charged in Execution, come in as a Creditor under the Commission; because no Debt was due or owing from the Bankrupt to the Acceptor, until he was charged in Execution; and his Body being in Prison upon Judgment and Execution for a certain Sum, was held by the Court of Common Pleas to be the same Thing as if the Acceptor had paid the Debt and Costs due on the Bill; and then, and not before, the Bankrupts became indebted to the Acceptor, which was after the Bankruptcy.

*Ibid.* 270.

If *A.* has a Bond of Indemnity from *B.* and the Condition be broken, and afterwards *B.* becomes Bankrupt before *A.* has been sued or damaged, though *A.* had a good Cause of Action against *B.* before the Act of Bankruptcy; yet as *A.* had not been damaged by paying any certain Sum of Money, by Reason of *B.*'s Breach of the Condition, *A.* cannot possibly swear to any Debt due and owing from *B.* at the Time of the Act of Bankruptcy.

Lessor cannot prove a Penalty incurred by his Lessee for ploughing up Meadow Ground, as a Debt under a Commission of Bankruptcy.

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Obligee cannot prove Penalty in an Obligation forfeited for Breach of Covenant by Obligor, before he became Bankrupt, as a Debt under the Commission.

Assignor cannot prove Damages arising from a Breach of a collateral, independent, express Covenant by the Assignee of a Lease to indemnify the Assignor, as a Debt under the Commission.

One guilty of Usury cannot come in to prove his Debt as a *bonâ fide* Creditor under the Commission, for the whole Debt is void. <sup>2 Ves. 489. Tr. Aik. Rep. 125. Gro. II. C. 30. S. 26.</sup>

The Commissioners shall forthwith, after they have declared the Person a Bankrupt, cause Notice thereof to be given in the *Gazette*, and shall appoint Time and Place for the Creditors to meet, which Meeting for the City of London, and all Places within the Bills of Mortality, shall be at *Guildhall*, in Order to chuse Assignees; at which Meeting the Commissioners shall admit the Proof of any Creditor's Debt that shall live remote from the Place of such Meeting, by Affidavit or solemn Affirmation, and permit any Person duly authorized by Letter of Attorney (Oath or Affirmation being made of the Execution thereof, either by an Affidavit sworn, or Affirmation made before a Master in *Chancery*, ordinary or extraordinary, or before the Commissioners *viva voce*; and in Case of the Creditor's residing in Foreign Parts, such Affidavits or Affirmations to be made before a Magistrate where the Party shall be residing, and shall, together with such Creditor's Letters of Attorney, be attested by a Notary Publick) to vote in the Choice of Assignees, in the Place of such Creditor.

*An Oath of a Creditor for proving his Debt before the Commissioners.*

**Y**OU shall swear that C. D. late of, &c. at the Time of his becoming a Bankrupt, was justly and *bonâ fide* indebted to you in the Sum of, &c. and that you have not since that Time been any Ways paid or satisfied for the same, or any Part thereof.

Note, every Man is to subscribe his Debt, and the Commissioners are to enquire whether the Debts were contracted during the Trade.

*Where Copartners are Bankrupts, having joint and separate Estates and Creditors.*

**O**F two Partners, Brewers, the one becomes Bankrupt, and the whole Debt was assigned over; but it was resolved that the Assignee should only recover a Moiety, because only one Moiety past by Assignment. <sup>Rushworth v. Hanson. 2 Show. Rep. 103. Easter Term. 52 Car. II. Nelson. Laro. 85. 219. 135. Gibson. Peer North C. J. 1 Mod. Rep. 215. Trin. Term. 28 Car. II. in B. R. At Nisi Prius. C. J. Holt. 13. Will. III. C. in B. R. 446.</sup>

If there are Accounts between two Merchants, and one of them becomes Bankrupt, the Course is not to make the other, who perhaps, upon stating the Accounts, is found indebted to the Bankrupt, to pay the whole that was originally intrusted to him, and to put him, for the Recovery of what the Bankrupt owes him, into the same Condition with the Rest of the Creditors, but to make him pay that only which appears due to the Bankrupt on the Foot of the Account, *otherwise it will be for Accounts betwixt them, after the Time of the other's becoming Bankrupt*, if any such were.

If there be several joint Partners, and a Person has Dealings generally with one of them in Matters concerning their joint Trade, whereby a Debt becomes due to the said Person, it shall charge them jointly, and the Survivors of them: But if in Case the Person had rather deal with one of them upon his own separate Account, he must make his Agreement specially; in which Case the Debt shall be only his and his Executors, and shall not survive.

If one or more of the joint Traders become Bankrupt, his or their Proportions only are assignable by the Commissioners, to be held in common with the Rest who were not Bankrupts.

If there be an Act of Bankruptcy committed, and a Creditor obtains Judgment, subsequent to it, then a Commission is taken out; now the Judgment is thereby avoided.

If there be several joint Traders, Payment to one of them is Payment to all. So if they all, except him to whom the Payment was made, were Bankrupts, the Payment is only unavoidable as to his Proportion. And if there be four Partners, whereof three are Bankrupts, and their Shares assigned, and a Payment is made to him



him that was no Bankrupt, it is a Payment to all the Assignees, for now they are all Partners.

*Whitacre v. Poulton.*  
2 Vern. 897.  
Term, 1691.

*A. and B. became Partners in some Iron-Mills, and some Time after A. alleged that B. had not brought in his Proportion of the Stock, and had wasted the joint Stock, for which he brought a Bill against him to be relieved, and the Matter by Consent was referred, and the Referee awarded that B. should, in Consideration of the above Allegations being proved, deliver to A. what remained of the Joint-Stock, and the Lease of the Iron-Mills to be by him enjoyed to his own Use, and general Releases to be given; which award, after Exceptions taken to it, was afterwards confirmed and decreed by the Court. B. was afterwards found a Bankrupt, and the Plaintiff, being a Creditor to him by Bond, had an Assignment made to him by the Commissioners, and brought a Bill to have an Account of B.'s Estate that came to the Hands of A. and alleged, if any such Award was made, it was after such Time as B. became a Bankrupt; but there appearing no Fraud in the obtaining of the Award, and the same being in an Adversary Cause, and the Award afterwards excepted to, &c. although B. might be then a Bankrupt, yet not being known so to be at the Time of the Award, the Court decreed such Award ought to stand. *Quere*, if the Decree upon a Rehearing was not reversed?*

*Richardson v. Go down, &c.*  
1 Vern. 292.  
Term, 1703.  
See the Case of *Goff and Desjardins* post.

*A. B. and C. were Partners in Trade, and C. embezzles the Joint-Stock, contracts private Debts, and becomes a Bankrupt: The Commissioners assign the Goods in Partnership, and A. the Plaintiff, brought a Bill for an Account, and to have the Goods sold to the best Advantage, and insisted that out of the Produce of them, the Debts owing by the Joint-Trade ought first to be paid; and that out of C.'s Share, Satisfaction must be made for what he had wasted; and that the Assignees could be in no better a Case than the Bankrupt, and were entitled only to what this third Part would amount unto, clear, after Debts paid, and Deductions for his Embezzlement. And the Court seemed to be of that Opinion; but sent it to a Master to take the Account, and state the Case.*

*A. and B. being joint Traders, a Commission of Bankruptcy issued against them; their separate Creditors applied by Petition, that they might be let in for their Debts upon the respective separate Estates of the Bankrupts under that joint Commission, as the separate Estates were of small Value, and would not bear the Charge of taking out two new Commissions against them respectively.*

*The Lord Chancellor ordered them to be let in to prove their separate Debts, upon the joint Commission, they paying Contribution to the Charge of it; and directed, that as the joint or Partnership Estate was first to be applied to pay the Partnership Debts; and as separate Creditors are not to be let in upon the joint Estate, until all the joint Debts are first paid; so likewise the Creditors to the Partnership shall not come in for any Deficiency of the joint Estate, upon the separate Estate, until the separate Debts are first paid.*

*Two joint Traders becoming Bankrupts, there is first a joint Commission taken out, and the Commissioners assign the real or personal Estate of them both, or either of them; and afterwards separate Commissions are taken out against them, and an Assignment is made by the Commissioners of these Commissions to other Assignees, and these apply by Petition to the Court, that they might be at Liberty to sue at Law for the separate Estates; but the Lord Chancellor decreed, that the Assignment made by the Commissioners upon the joint Commission, passes as well the separate as the joint Estate of the two Bankrupt Partners; therefore the Assignees on the separate Commissions can make nothing of their Action at Law, and he would not suffer them to spend the Estate in vexatious Suits there; but if they would join in a Bill in Equity for an Account of the separate Estates, he would not hinder them.*

*It is settled, and is a Resolution of Convenience, that the joint Creditors shall be first paid out of the Partnership or joint Estate, and the separate Creditors out of the separate Estate of each Partner; and if any Surplus of the joint Estate, besides what will pay the joint Creditors, it shall be applied to pay the separate Creditors; and if a Surplus of the separate Estate, beyond what will satisfy the separate Creditors, it shall go to supply any Deficiency that may remain as to the joint Creditors; but, for the Ease of both Parties, let it be referred to a Commissioner*

2 Vern. 7. 6.  
*Ex parte Crowder*, as mentioned before.

*Ex parte Cook.* 2 Petr Will. 100.  
Mich. Term, 1728. L. C. King.

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in each Commission, to take an Account of the whole Partnership Effects, and the separate Estate and Effects of each of the Partners; and if the Commissioners find any Thing difficult, they are to state it specially; and with Regard to the Surplus of the Partnership Effects, beyond what will pay the Partnership Debts, and the Surplus of the separate Effects, if any, above what will pay the separate Debts, each Side to apply to the Court for such Surplusses.

If there are two joint Traders, and one of them becomes a Bankrupt, the Commissioners cannot meddle with the Interest of the other, for it is not affected by the Bankruptcy of his Companion.

The Defendant *A.* being indebted to the Plaintiffs, became bound to them in several Bonds; and the said *A.* and the Defendant *B.* were for several Years Copartners, by whose Articles of Copartnership, *A.* was entitled to two Thirds of the whole Stock, and *B.* to one Third: The said *A.* and *B.* became Bankrupts, and a Commission was awarded against them; the Commissioners of the said Bankruptcy assigned all their Estate to the Defendant *C.* and others, refusing to let the Plaintiffs, Creditors of the Bankrupts, come in, and intend to divide the Estate among the joint Creditors of both the Bankrupts, by Reason whereof the Plaintiff's Debts will be utterly lost.

The Defendant insists, that it was agreed by Indentures of Copartnership, that all such Debts as should be owing on the joint Account, should be paid out of the joint Stock, and at the End of the Partnership, each Copartner take and receive to his own Use his Share of the joint Stock; and that the joint Stock or Trade should not be charged with the private or particular Debts of either of the Partners, but that each should pay their private Debts out of their particular Estates not included in the joint Stock; that if both of the said Parties should be living at the End of the first three Years, of the six Years, that the said *B.* should come in joint Partner accordingly; and during the said joint Trade, the Copartners became jointly indebted to the other Defendants, *C. &c.* in 6000*l.* and that *A.* became indebted to the Plaintiffs as aforesaid, without the Consent of *B.* and the Money due upon the said Bonds was not brought into the Account of the joint Stock; and the said *A.* was only a Surety, and received none of the Money; and the Defendant insists that the joint Creditors ought first to be paid out of the Estate in Partnership, and that the Commissioners have no Power to grant the joint Estate to pay the Plaintiffs, they being separate Creditors of *A.* and if a Surplus of the joint Estate, after the joint Creditors paid, then the Plaintiffs can have but a joint Moiety of such Surplus towards their Satisfaction, the said *B.*'s Moiety not being liable to pay the said *A.* his separate Debts; and the Debts then claiming were the proper Debts of the said *A.* and yet, after all the joint Debts are paid, there will be an Overplus, so that thereby the said *B.* will be discharged, and have Money paid unto him; but if the Plaintiff and other separate Creditors of *A.* be admitted to the joint Estate, there will not be sufficient to pay the joint Creditors, so that thereby not only *B.*'s Estate will be applied to pay *A.*'s Debts, but will be liable to the joint Creditors. But there can be no Division of the joint Estate, whereby to charge any Part thereof with the private Debts of either Party; and till the joint Debts are paid, and till Division made of the Surplus, both Parties are alike interested in every Part of the said joint Stock; that the Commissioners have no Power by the Commission to administer an Oath to the Plaintiffs for Proof of their Debts, they claiming Debts from the said *A.* only, and the Commission is against *A.* and *B.* jointly, and not severally; and therefore cannot admit the Plaintiffs Creditors.

The Court declared, that the Estate belonging to the joint Trade, as also the Debts due from the same, ought to be divided into Moieties, and that each Moiety of the Estate ought to be charged, in the first Place, with a Moiety of the said joint Debts; and if there be enough to pay all the Debts belonging to the joint Trade, with an Overplus, then such Overplus ought to be applied to pay the particular Debts of each Partner; but if sufficient shall not appear to pay all the joint Debts, and if either of the said Partners shall pay more than a Moiety of the said joint Debts, then such Partner is to come in before the said Commissioners, and be admitted as a Creditor for what he shall so pay over and above the Moiety; and was decreed accordingly.

28 March,  
1734.  
*Peter Goff*  
and *John*  
*Newman*  
Plaintiffs.  
*Sam. Duffrey*  
and *al.*  
Complain-  
ants.

Four Booksellers entered into Partnership for carrying on a joint Trade, and being then all in *Holland*, according to the Custom of the Country, appeared before a Notary, and executed Articles of Copartnership, declaring jointly and separately, that each had advanced 24600 Guilders, Total 98400 Guilders, which Sum was to pay all the Debts they had then contracted, as mentioned in an Inventory; but no Debts should be paid not mentioned in the said Inventory, nor any Debts which either of the Copartners might contract on his own private Account; that a Sum agreed on between them should be allowed for Maintenance; and that all Loss and Gains should be equally shared and borne, with other usual Covenants.

The Copartnership was carried on from *November 1725 to May 1728*, when one of the Partners, for a Sum agreed on to be paid him, quitted and released his Claim to the other three, between whom the Articles were continued and carried on, on the first Conditions, and one of them was intrusted with the Goods in Shop and Warehouse.

But he became profuse, and embezzled the Copartnership Stock, and applied the same to his own Use, and suffered the Partnership Debts to be unpaid; and having contracted private Debts on his own Account, became a Bankrupt, and a separate Commission was taken out against him.

The Messenger took Possession of the Partnership Goods, and the Commissioners executed an Assignment to the Defendants, who in Consequence thereof took Possession of the Partnership Goods and Books, and received several of the Partnership Debts, and were getting in the Rest, with an Intention to apply them to the Payment of the separate Creditors, whereas the Goods are Copartnership Goods, and ought to be applied to the Copartnership Debts; and to make the Plaintiffs Satisfaction for what the Bankrupt had embezzled for his own separate Use, and the Residue to be divided into equal Parts, two Thirds to the Plaintiff, and one Third to the Bankrupt, to which he is entitled, and is to be Part of his separate Estate, this was the Prayer of the Plaintiff's Bill, as that the Defendants may be restrained from selling any Part without the Plaintiff's Concurrence.

The Assignees admit the Bill, and the Articles, that they have taken Possession and sold some of the Stock without Consent of the Plaintiffs, and have set forth an Account in the Schedule to their Answer, of the Stock, and submit to apply the Estate as the Court shall direct; and his Lordship was pleased to decree as follows:

Lord Talbot's  
Decree.

1. That it should be referred to Mr. *Lighthourn* to take an Account of the Partnership Debts received by the Plaintiffs in *Holland*.
2. To take an Account of the Partnership Estate in *England*, received by the Assignees, or any for their Use.
3. To take an Account of the Partnership Debts owing by the Bankrupt and the Plaintiffs.
4. To cause an Advertisement for the joint Creditors of the Bankrupt and Plaintiffs to come in and prove their Debts.
5. To take an Account of what Embezzlements the Bankrupt has made of the Copartnership Estate; and in taking Accounts, Plaintiffs and Defendants to be examined on Oath, to produce all Books, &c. and to have all just Allowances.
6. That what the Master shall certify the Copartnership Debts shall amount to, shall, in the first Place, be paid by the Plaintiffs and Defendants to the joint Creditors, in Proportion to their Debts, as far as the Copartnership Estate in their Hands will extend.
7. That if it shall appear any of the Partnership Estate remains in the Plaintiffs and Defendant's Hands after the Partnership Debts are paid, then the Master to divide the same into three Parts.
8. And the Plaintiffs are to take two Thirds; and out of the Bankrupt's one third Part, they are to take what it shall appear he has embezzled of the Partnership Estate.
9. And if there shall be any Residue of the Bankrupt's third Part, after the Partnership Debts, and the Bankrupt's Embezzlements are satisfied, then the same is to be paid to, or retained by, the Assignees, for the Benefit of the Bankrupt's separate Creditors.

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10. The Master may state any Thing specially; and all Parties are to be paid their Costs of this Suit out of the copartnership Estate, to be taxed by the Master.

On the 11th of September, 1742, a joint Commission issued against *Peter Powell* and *Peter Powell* the Younger, of Exeter, and the Commissioners executed an Assignment of the Estate and Effects to the Assignees that were chosen; and they, by Virtue of the said Assignment, possessed themselves of all the joint and separate Estate of the Bankrupts.

And the said Bankrupts, having several separate Creditors, they the said Creditors, in a Petition to the Lord Chancellor, set forth their said several separate Debts, and that they had applied to the Commissioners to be admitted Creditors, which they refused, as this was a joint Commission, and they therefore prayed, that they might come in and prove their Debts under the said joint Commission, and that the Commissioners might take joint and separate Accounts of the joint and separate Estates; and that what should be found on such Accounts to belong to the separate Estates, might be applied by the Assignees towards Satisfaction of the respective separate Creditors; and that the Petitioners might be paid their Costs of the Application by the Assignees.

Upon which Petition, his Lordship ordered as follows:

1. Let the Commissioners give Notice in the *London Gazette*, appointing a Time and Place, when and where the separate Creditors of each of the Bankrupts are to be at Liberty to prove those Debts under the joint Commission.

2. Let the Commissioners take separate Accounts of the joint and respective separate Estate of the Bankrupts, come to the Assignee's Hands, or of any others by their Order, or for their Use, distinguishing the joint and separate Estate of *Peter Powell*, as also the joint and separate Estate of *Peter Powell* the younger, from each other.

3. That what on such Account shall belong to the Bankrupt's joint Estate, shall be employed by the Assignees towards Satisfaction of the joint Creditors; and in Case there shall be any Surplus of the joint Estate, after all the joint Creditors shall be paid their whole Demands, then the Moiety of the Surplus is to be carried to the Account of the separate Estate, and to be applied to satisfy the separate Creditors respectively.

4. And if there is any Surplus of the separate Estates, after all the separate Creditors shall be paid their whole Demands, then such Surplus of the separate Estates, or either of them, is to be carried to the Account of the joint Estate, and to be applied towards Satisfaction of the joint Creditors; and let the respective separate Estates bear a proportionable Part of the Charge of suing out the Commission, and executing it, to be appointed by the Commissioners; and let the Costs of this Application be paid the Petitioners by the Assignees out of the Bankrupt's separate Estate; and let it be referred to Mr. Bennett to tax the Costs, if the Parties cannot agree.

On this Day a separate Commission of Bankruptcy was taken out against *William Crispe*, by *William Perritt*, Plasterer. *Crispe* was a Partner with *Edward Burnaby*, Esq. and Captain *Barbett*, in the Undertaking of building *Ranelagh Amphitheatre*; and this Debt which amounted to 426*l.* or thereabouts, was Part of a Sum of Money due to *Perritt*, for Plasterer's Work done in and about the said Amphitheatre.

*Crispe* petitioned the Lord Chancellor to supersede the Commission, insisting that this was a joint Debt, and that he did not owe *Perritt* any Thing on his separate Account; and on the 18th of Feb. 1742, this Petition was heard before his Lordship, and on hearing Counsel on both Sides, and it not then appearing to his Lordship whether *Crispe* was, or was not, a Bankrupt, his Lordship did order the Commissioners to execute a provisional Assignment, and did direct an Issue to be tried in an Action of Trover before Lord Chief Justice *Willes* in London, wherein the said *William Crispe* was to be Plaintiff, and such Assignee Defendant, and in which the Point of Bankruptcy would come in Question.

And on the 19th of June, 1743, the Cause was tried at the Sittings in London, and by a special Jury, between the said *William Crispe*, Plaintiff, and *William Perritt*, who was chose Provisional Assignee, Defendant.

And the issuing the Commission, the joint Debt of *Perritt*, the Assignment, and an Act of Bankruptcy committed by *Crispe*, were proved: And after his Lordship

ship had clearly and fully summed up the Evidence to the Jury, it appearing to them to be a joint Debt, they were pleased to give a Verdict for the Plaintiff *Crispe*, with 10*l.* Damages, and 40*s.* Costs, and did not find him Bankrupt for this Debt. But a Point of Law arising, the last Clause made in the 10th Year of *Queen Anne* was read, which declares, that the Discharge of any Bankrupt by Force of any Acts relating to Bankrupts, from the Debts owing by him, at the Time he became Bankrupt, shall not be construed, nor was intended or meant, to release or discharge any other Person or Persons, who was or were Partner or Partners with the said Bankrupt in Trade, at the Time he became Bankrupt, or then stood jointly bound with him for the said Debts, from which he was discharged; but that notwithstanding such Discharge, such Partners or joint Obligors with such Bankrupts, shall be and stand chargeable with, and liable to pay such Debts, and to perform such Contracts, as if the said Bankrupt had never been discharged for the same.

And the Case was drawn up, and approved of by the Lord Chief Justice for the Opinion of the Court of *Common Pleas*.

Where the Question was, whether a separate Commission can be taken out for a joint Debt, which was learnedly spoke to on both Sides, but the Court came to no Opinion.

*Feb. 1743.* And it came again to be argued before the Lord Chief Justice *Willes* on the same Question; when after hearing the Reasons offered *pro* and *con*, by the learned Counsel, the Court gave Judgement, and the Lord Chief Justice delivered his Opinion, and his Lordship, Mr. Justice *Abney*, and Mr. Justice *Burnet*, were all of Opinion, from the Cases which had been cited, and the Reasons and Precedents that had been laid before them, that the Commission was regularly issued, and that a joint Creditor had a Right to take out a separate Commission, and therefore made the following Rule:

*May 1743.* *William Crispe* against *William Perritt*: Ordered, that the Verdict found for the Plaintiff be void, and that a Verdict be entered for the Defendant.

And on the 11th of *May*, 1744, *Perritt* preferred his Petition to the Lord Chancellor, setting forth the several Steps and Proceedings, and the Determination of the Court in this Case, and *Crispe* having, pursuant to his Lordship's Order of the 18th of *Feb.* 1742, deposited 100*l.* in the Bank, in the Name of the Accomptant-General, to be placed to the Credit of this Matter, and in Order to stay all Proceedings under the Commission, he therefore prayed his Lordship to discharge his Order of the 18th of *Feb.* 1742, and that the Commissioners might be at Liberty to proceed in the Execution of the Commission, and that the 100*l.* paid into the Bank by *Crispe*, might be paid to him towards the Costs which he had been put to, on Account of suing out the Commission, and Proceedings at Law.

And on the 24th of *May*, 1744, such Petition was heard before his Lordship, and his Lordship after hearing Counsel on both Sides, ordered that the major Part of the Commissioners named in the said Commission should be at Liberty to proceed in the Execution thereof, and that the 100*l.* paid into the Bank of *England* should be paid to *Perritt*, as Part of the Bankrupt's Estate and Effects.

And on the 26th of *May*, 1744, *Crispe* was declared a Bankrupt in the *Gazette*.

*How far the Commissioners shall overreach the Acts of a Bankrupt, from the Time of the Act of Bankruptcy committed.*

- 1st, As to the Bankrupt's receiving Debts due to him from his Debtors.  
2dly, As to his selling his Goods *bond fide*.  
3dly, As to his selling and mortgaging his Lands.  
4thly, As to his mortgaging or pledging his Goods.  
5thly, As to his paying Debts.

*1 Jac. I. C. 15.* And, first, A Bankrupt may receive his Debts after the Act of Bankruptcy, from such Debtors as do not know him to be a Bankrupt, and the Payment will be good.

*2 Show. 522.* 2dly, All Persons buying Goods of a Bankrupt, not knowing him to be so, Cases in *Chancery* and paying for them *bond fide*, shall be received in the Equity of the *Proviso*, *156. W. & A. 1 Jac. I. Cap. 15.*



And Contracts, where there is *quid pro quo*, the Bankruptcy shall not over-reach.

And the Reason is, that if it was otherwise, it would be a great Prejudice to Trade, inasmuch that it could not be carried on with Safety, and the Law would be a Snare for the innocent and fair Contractor, who cannot possibly have any Notice of the Act of Bankruptcy; as the following Abstract clearly determines.

The Preamble observes, that many Persons within the Description of, and liable to the Statutes concerning Bankrupts, frequently commit secret Acts of Bankruptcy unknown to their Creditors, and other Persons with whom they have Dealings; and after committing thereof, continue to appear publickly, and carry on Business, by buying and selling Goods, drawing, accepting, and negotiating Bills of Exchange, and paying and receiving Money on Account thereof in the usual Way of Trade, and in the same open Manner as if they were solvent and not become Bankrupt: And as the permitting such secret Acts of Bankruptcy to defeat Payments really made in the Cases and Circumstances above-mentioned, where the Persons receiving the same had no Notice of, or were privy to their having committed any Act of Bankruptcy, will be a Discouragement to Trade, and a Prejudice to Credit in general: It is therefore enacted, that after the 29th

of October, 1746, no real Creditor of a Bankrupt, in Respect to Goods sold to, or Bills of Exchange really drawn, negotiated, or accepted by such Bankrupt in Course of Dealing, shall be liable to refund to the Assignees of the Bankrupt's Estate, any Money, which before the suing forth of such Commission was really in the Course of Trade received by him of such Bankrupt, before he had Knowledge or Notice of his becoming a Bankrupt, or being in insolvent Circumstances.

3dly, If a Man sells or mortgages his Lands, the Bankruptcy will over-reach it, although the Purchaser had no Notice of the Bankruptcy, if the Commission issued within five Years after the Act of Bankruptcy, because this is a Mischief which does not immediately concern Trade, and he who buys Lands, does it at his Peril, subject to all such Incumbrances as Lands are liable to.

4thly, If a Man mortgages or pledges his Goods after an Act of Bankruptcy, the Commission will over-reach it, because the Mortgage or Pawning Goods does not immediately concern Trade as Buying and Selling does, and he who takes a Pawn does it at his Peril.

5thly, If a Bankrupt pays Debts after the Bankruptcy, the Assignee may recover the Money again, if it were otherwise, it would be in the Power of the Bankrupt to prefer such Creditors as he should think fit, which is contrary to the Design of the Statutes concerning Bankrupts, which is to put all Creditors upon a Footing.

*A remarkable Case, tried under a second Commission of Bankruptcy.*

ON this Day a Commission of Bankruptcy issued against *William Kell* of London, Merchant, who was found a Bankrupt, and submitted to the Statutes, and finished his last Examination, but never obtained his Certificate under such Commission.

Afterwards he set up the Trade of a Distiller near *Maidenhead* in *Berkshire*; and becoming acquainted with one *Ashley*, they entered into Copartnership, on the 1st of August, 1741, to carry on the Trade of distilling and rectifying Melasses Spirits, for five Years or thereabouts, and during this Copartnership, *Ashley* took off all, or most of the Spirits which *Kell* distilled.

Afterwards some Disputes arising between them, and *Kell* being Debtor to *Ashley* on a separate Account, exclusive of the Copartnership, *Ashley*, on the 2d of July, 1742, took out a second Commission against *Kell*, and was chose sole Assignee of his Estate and Effects; but *Kell* having in all Respects submitted to the Statutes relating to Bankrupts, *Ashley* and the Rest of *Kell's* Creditors signed his Certificate under this second Commission, which was duly confirmed and enrolled; and *Ashley* sold back to *Kell* several Parcels of his Household Goods, and Part of his Stock in Trade, as a Distiller; for Part of which Goods *Kell* paid *Ashley* in Money, and for the Remainder, amounting in Value to 100*l.* or thereabouts



abouts, *Kell* gave *Ashley* a Bond for 100*l.* dated the 28th of *October*, 1742, payable in six Months with Interest, at five per Cent. and *Ashley* promised to deal with *Kell* afterwards.

Then *Kell* again set up the Trade of a Distiller on his own Account, and *Ashley* dealt with him, and paid him for two Parcels of Spirits, after the Rate of 4*s.* per Gallon to the amount of 88*l.* 16*s.*

On the 4th and 28th Days of *April*, 1743, *Kell* sent *Ashley* two other Parcels of Spirits, at the same Price, amounting to 184*l.* 4*s.* and *Kell's* Bond of 100*l.* being then due to *Ashley*; and *Kell* being unwilling that his Bond should be out against him, he desired *Ashley* to pay himself out of the Goods, for the Bond and Interest due to him, and only give him the Balance for the Spirits.

But instead of so doing, *Ashley* in *Easter Term*, 1743, brings an Action against *Kell* for the 100*l.* and Interest due on the Bond, and holds *Kell* to Bail; and at the same Time by the Messenger under the Commission, seizes the Spirits, amounting to 184*l.* 4*s.* as Assignee under the second Commission, and he insisted to retain the same, in Trust for himself and the other Creditors of *Kell*, under the second Commission, by Virtue of the ninth Clause of 5 *Geo.* II. *Ashley* proceeded in his Action, and *Kell* by Way of Set-off to the Debt pleaded, that before the bringing of this Action, *Ashley* was indebted to him in a much larger Sum, viz. in 184*l.* 4*s.* for Goods sold and delivered, out of which Sum *Kell* was willing to allow the Principal and Interest due to *Ashley* on his Bond; and upon this Issue was joined.

*Mich. Term.* Pending this Action *Kell* filed a Bill in Chancery against *Ashley*, and prayed that *Ashley* might discover, whether he had not agreed to purchase such Goods of him, and if such Goods did not come to his Possession; and to be relieved in several other Matters complained of in such Bill, and that *Ashley* might be enjoined from proceeding in such Action.

To this Bill *Ashley* put in his Answer, in which he denied the Spirits were ever sold to him, or that he ever promised to pay for them, and he insisted upon his Right of retaining them as Assignee under the second Commission by Virtue of the above-mentioned Clause; *Kell's* Effects under the second Commission not amounting to pay fifteen Shillings in the Pound; but whether such Goods were, or were not, rightly seized, he was advised was a Matter ought to be tried at Law, where *Kell*, if at all, had his Remedy; and the Court did not think proper to grant an Injunction, but sent the Parties to Law, and then *Ashley* proceeded in the Cause.

And on the 30th of *November*, 1743, it was tried before the Lord Chief Justice *Lee*, at *Guildhall*.

And upon the Argument of this Cause, it was insisted by the Counsel for *Ashley*, that these Goods were not the Property of *Kell*, and therefore that he could not sell them; but that they came to *Ashley*, as Assignee under the second Commission.

That *Ashley* had the Spirits, but not as a Buyer, and that by the afore-mentioned Clause *Kell's* future Effects were liable, he not having paid fifteen Shillings in the Pound; and consequently that the Goods belonged to the Assignee, either under the first, or second Commission.

But by *Kell's* Counsel, it was insisted that *Kell* was never discharged by the Act of 5 *Geo.* II. after 24 *June*, 1732, except by the last Commission, and therefore possibly could not be within the Intent of that Act, having but once had the Benefit of it.

That supposing *Kell's* future Effects had been liable to his Creditors by the afore-mentioned Clause, that *Ashley* could not in any Manner seize them as Assignee under the second Commission; and if he had a Right, he must have proceeded in a legal Way, and have brought his Action against *Kell*; and then *Kell* would have pleaded his Certificate in Discharge of his Person, and let *Ashley* have taken Judgement against his Goods, as in the Case of an insolvent Debtor; but that this was by no Means *Kell's* Case, he not being within the Meaning of the Clause of the Act, as having but once had Relief.

And his Lordship, after having with great Judgment stated the Cause, and summed up the Evidence, to the Jury, was clearly of the same Opinion with the

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the Gentlemen who were Counsel for *Kell*, that his Case was not within the Intent and Meaning of that Clause, and that the taking of the Goods by *Ashley*, as Assignee, was illegal; and the Jury, concurring with his Lordship, found the Plea of the Defendant *Kell* to be true, as was alledged, and therefore gave a Verdict for him.

But the L. C. J. gave *Ashley* Leave to move, if he thought proper, in Arrest of Judgment, within six Days of *Hilary* Term then next; and *Ashley* not moving in Arrest of Judgment in all *Hilary* Term, the L. C. J. ordered the *Poslea* to be delivered to the Defendant *Kell's* Attorney, who thereupon taxed the Costs at 30*l*. and took out Execution against *Ashley* for such Costs, which *Ashley* paid the said Attorney.

And after *Ashley* had paid *Kell's* Costs, in *Easter* Term following, *Ashley* moved in Arrest of Judgment, and a Rule was made for *Kell's* Attorney to attend with the *Poslea*.

And the same Arguments were made use of before the Court of *King's-Bench*, by the Counsel on both Sides, as were at the Trial of the Cause; but the whole Court were also of Opinion that the Verdict was right, and entirely concurred with the L. C. J. *Lee* in his Judgment, and therefore they discharged the Plaintiff's Rule.

And in *Trinity* Term, 1744, *Kell* brought an Action in the Court of *Common-Pleas* against *Ashley*, for the Balance of the Sum of 184*l*. 4*s*. due for the Spirits.

And on the 23d of *June*, 1744, this Cause was tried at *Guildhall*, before the L. C. J. *Willes*, where the same Arguments were made use of by the Counsel both for Plaintiff and Defendant, as were insisted on before the L. C. J. *Lee*, at the first Trial, and before the Court of *King's-Bench*, on the special Argument of this Cause; but the L. C. J. *Willes*, upon stating it, and fully summing up the Evidence to the Jury, was clearly of the same Opinion with the L. C. J. *Lee*, and the Court of *King's-Bench*, and was pleased to make this Observation, *viz*. That by the very Clause in the Act of Parliament, the Effects of a Bankrupt that had received the Benefit of the Act, according to that Clause, remained liable to his Creditors, as before the making of the Act; but that it could never be supposed that they were liable to be seized in a summary Way, without a legal Trial, by an Assignee, because nothing was vested in the Assignee but what the Bankrupt had before he was a Bankrupt, and *Kell* had not received the Benefit of the Act.

And the Jury being of the same Opinion, they therefore gave a Verdict in this Action for the Plaintiff *Kell*, for 54*l*. 18*s*. besides Costs of Suit; being what was proved to be the Value of the Spirits, after some Allowances were made for Waste and Leakage, and after the Bond of 100*l*. and Interest was paid by *Kell* to *Ashley*.

*Of Factors and Executors becoming Bankrupts, having Effects of other Persons in their Hands.*

**I**F a Bankrupt is a Factor, although he has the Possession of the Goods of his Principal, and the Power of immediately selling them and taking the Money; yet that is not a Possession within the Meaning of the Statute of 21 Jac. I. C. 19. S. 11. nor will the Case be altered, if the Factor acts upon a *del Credere* Commission.

The *Bonnells* were considerable Merchants in *London*, and had two Bales of *Wismas* r. Silk consigned to them by *Altenory* and *Alteory* from *Leghorn*; but before the Ship failed, Advice arrived there, that the *Bonnells* had failed; and thereupon *Altenory* and *Alteory* altered the Consignment of the Silk, and made it to the Defendant. *Farmer v. Bonnell* 303. *Hilk* 1690.

On which the Plaintiffs, being Assignees under the Statute against the *Bonnells*, brought their Bill for a Discovery and Relief.

Upon the first Hearing, the Court ordered all Letters, &c. to be produced, and that the Parties proceed to a Trial in Trover, to see whether the first Consignment, notwithstanding the altering thereof, and new Consignment made before the

the Ship failed, vested the Property of those Silks in the *Bonnells*; and upon the Trial and Verdict being given for the Plaintiffs, the Cause now came on upon the Equity reserved.

The Court declared, the Plaintiffs ought not to have had so much as a Discovery, much less any Relief in this Court, in Regard that the Silks were the Goods of two *Florentines*, and not of the *Bonnells*, nor the Produce of their Effects; and therefore, they having paid no Money for the Goods, if the *Italians* could by any Means get their Goods again into their Hands, or prevent their coming into the Hands of the Bankrupts, it was but lawful for them so to do, and very allowable in Equity.

And it was decreed, that if any Thing was due from the *Italians* to the *Bonnells*, that should be paid the Plaintiffs; but they could not have the Value of the Silks, by Virtue of the Consignment or Verdict, and put the *Italians* to come in as Creditors under the Statute of Bankrupts.

*Eslet v. Milward.*  
Sittings after  
Mich. Term,  
1783.

An Action was tried at *Guildhall*, before Mr. Justice *Buller*, in which it appeared the Plaintiffs were Merchants in *London*, and in *June*, 1783, had a Quantity of Wheat consigned to them from *Osford*, the Sale of which they intrusted to one *Farrer*, as their Factor.

The Factors in the Corn Trade, like those in the Linen Trade, receive a *del Credere* Commission, besides their Factorage, and never communicate the Names of the Purchasers to the Owners, except in Case of the Factor's Failure. *Farrer*, on the 9th of *June*, 1783, sold 211 Quarters of the Plaintiff's Wheat to the Defendant *Milward*. On the 16th of *June*, *Farrer* being about to stop Payment, gave up the Wheat under his Care to the Plaintiffs, and sent them the Names of the Buyers. On the 20th of *June*, *Farrer* stoppt Payment; and, a short Time afterwards, his Creditors executed a Deed of Composition. On the 21st of *June*, the Plaintiff delivered the Defendant *Milward* a Bill of Parcels of the Wheat sold to him by *Farrer*, as their Factor; and desired him to accept a Bill, at a Month, for the Amount, which he refused, insisting that he had a Right to set off a Debt due to him from *Farrer*, against the Price of the Wheat.

Mr. Justice *Buller*, in his Charge to the Jury, declared the Doctrine laid down by Lord Chief Justice *Lee*, in *Scrimshire v. Alderton*, to be Law; and the Plaintiff recovered a Verdict.

Again, one *Murray*, of *Belfast* in *Ireland*, in 1782, consigned a Quantity of Linens to *Bate* and *Henkell*, of *London*, to be disposed of by them, as his Factors, upon a *del Credere* Commission. *Bate* and *Henkell* sold the Linens for 192*l.* 14*s.* and, before they received the Money, became Bankrupts. The Assignees afterwards received the Money of the Purchaser, which *Murray* demanded of the Assignees, who refused to pay it, insisting that he should come in as a Creditor under the Commission. *Murray* presented a Petition to the Lord Chancellor, praying that the Assignees might be ordered to pay him the Money the Linens sold for, after deducting the Commissions and Charges, and a small Sum due from *Murray* to the Bankrupts, on another Account.

His Lordship, after hearing the Point of Law argued, was clearly of Opinion, that the Purchaser not having paid for the Linens previous to the Bankruptcy, *Murray*, the Consignor, was intitled to receive the Price of the Linens; and accordingly ordered the Assignees to pay him the Money.

*A.* made a Bill of Sale of some Leases and personal Estate to *B.* and *C.* in Trust to pay *A.*'s Debts; *B.* at first acted in the Trust, but afterwards *C.* took the whole into his Possession, and acted alone, and became a Bankrupt.

And *A.* brought a Bill against *C.* and others, to bring *C.* and his Assignees to an Account, touching the personal Estate of *A.* so assigned, in Trust for the Payment of his Debt as aforesaid.

And his Lordship, declaring that he thought the 2*l.* Jac. I. S. 10. to govern this Case, dismissed the Plaintiff's Bill with Costs.

But further Argument being granted on the Case, his Lordship held that it was not within the above-mentioned Clause and Statute, in Regard this Assignment was with an honest Intent, viz. for the Payment of the Debts of the Assignor.

*Copman v. Gallant,* before Lord *Crowder*, 1 *Peet Will.* 314. Trin. Term, 1716.

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And therefore he ordered the Assignees of *C.* to account for all the Estate of *A.* which the Court declared should not be liable to the Bankruptcy of *C.*

The Plaintiffs brought an Action against the Defendants for Money had and received to the Plaintiffs' Use; and the Case was as follows:

The Plaintiffs being concerned as Partners in a large Quantity of Tar, consigned it to *Richard Scott*, who was their Factor, and Brother to one of the Plaintiffs, between which two Brothers there had been mutual Dealings, and Accounts which were at that Time unsettled.

The Ship arrived in the *Thames*, with the Goods from *Carolina*, on the 22d of *May*, 1739, of which the Factor had before received a Bill of Lading; and on the 28th of *March* following, he sold the said Tar to Mess. *Cornelius* and *Jeremiah Owen*, who agreed to pay for it in Promissory Notes, payable in four Months after the Delivery of the said Goods, and that a Debt of 31*l.* at that Time owing to the Buyers from the Factor, upon his own private Account, should be deducted out of the Purchase Money.

On the 1st of *April*, 1740, the Owners paid the Factor in Part, by giving him one Promissory Note of 66*l.* 13*s.* 4*d.* and another of 102*l.* 6*s.* 8*d.* which, with the 31*l.* due to them from the Factor, amounted to 200*l.*

On the 3d of *April* following, the Factor, *Richard Scott*, committed an Act of Bankruptcy, and on the 4th a Commission issued against him, on the Petition of one of the Defendants, and the three Defendants were chosen Assignees, to whom the Bankrupt delivered up the said two Notes, received from the Buyers in Part of Payment for the Tar, and the said Assignees afterwards received the Money for them.

The Defendants, as Assignees, likewise confirmed the Sale of the Tar to the said *Owens*, and settled the Account with them, and received the Balance, being 78*l.* 4*s.* and there being a Bounty allowed by Act of Parliament, at so much *per Ton*, payable to the Importer of this Tar, the Defendants, as Assignees, did also receive that Bounty, amounting to the Sum of 299*l.* 8*s.*

The Assignees insisted that they, as such, were entitled to all this Money, and that the Plaintiffs must come in as Creditors under the Commission; and the Plaintiffs insisted, that the Bankrupt, being their Factor, could be only considered as a bare Trustee, and therefore that the Notes delivered up to them by the Bankrupt, though payable to him or Order, were the Notes of the Plaintiffs, and that the Defendants receiving the Money for those Notes, and also the remaining Part of the Money for the Tar, and the Bounty due to the Importer of that Tar, they received those Monies for the Use of the Plaintiffs.

This Cause was tried by a special Jury, and the Damages were computed at 358*l.* 10*s.* and a Verdict was given for the Plaintiffs, subject to the Opinion of the Court upon this Question:

Whether the Plaintiffs were entitled to such Sum of 358*l.* 10*s.* given by the Verdict, or to any, or what Part thereof?

And the principal Cases which were cited by the Plaintiffs, were those of *Copeman* and *Gallant*, herein before-mentioned; the Case of *L'Apotree v. Le Plaistier*, which was tried before Lord *Holt*, where an Action of Trover was brought against an Assignee in a Commission against one *Levi*, to whom the Plaintiff had delivered some Diamonds to sell; and this being a Question depending upon the Clause of 1 *Jac.* c. 19. S. 10 and 11, it was made a Case for the Court of *King's-Bench*; and it appearing that the real Property of the Diamonds belonged to the Plaintiff, and that the Bankrupt had only a bare Authority to sell them for his Use, therefore the Court were of Opinion they were not liable to his Bankruptcy.

The Case of *Burdett* and *Willetts* was also cited, where, in the Court of *Chancery*, it was decreed, that the Factor was only in the Nature of a Trustee for his Principal, and that delivering Goods to him did not alter the Property of the real Owner; and upon the Argument of this Case, the Court took Time to consider of it, and some Time afterwards gave their Judgment for the Plaintiffs, viz. That the Plaintiffs should be at Liberty to enter up that Judgment for the Debt and Costs, deducting thereout the 31*l.* due from the Factor to the *Owens*.



In like Manner, if Bills of Exchange or Goods are sent to a Merchant for a particular Purpose, and the Merchant breaks, having the Bills of Exchange or the Goods in his Possession, they do not pass by the Assignment.

Neither does the Statute extend to the Case of an Executor or Administrator becoming Bankrupt; for the Property they may possess as such, cannot be assigned by the Commissioners.

*Hill v. Mills.*  
*Mich. Rep.*  
*Mich.*  
*3 W. 2nd M.*  
*Com. 185.*  
*1 Show. 223.*

Motion for a Prohibition to the Ecclesiastical Court from granting Administration to *A.* where *B.* was named Executor by the Testator, for that *B.* was a Bankrupt.

*Holt C. J.* The Ordinary is not to grant Administration, where an Executor is named; and Bankruptcy is no material Disability; he acts *en autre Droit*, and the Testator had intrusted him; but in Case of *non sane Memory*, there is no absolute Necessity to grant Administration.—A Prohibition granted.

If an Executor becomes Bankrupt, a Legatee is to be Creditor.

Neither does Assignment pass Property which may be stopt in *Transitu*.

If a Merchant consigns Goods to a Trader, and before their Arrival the Consignee becomes a Bankrupt; if the Merchant can prevent the Goods getting into the Bankrupt's Hands, the Commissioners' Assignment will not affect them.

If Goods are delivered to a Carrier or Hoyman, or the Master of a Vessel, to be delivered to *A.* and the Goods are lost by the Carrier, the Consignee can only bring the Action; which shews the Property. But, though such Goods are actually delivered to a Carrier to be delivered to *A.* and while the Carrier is upon the Road, and before actual Delivery to *A.* by the Carrier, the Consignor hears that *A.* his Consignee, is likely to become a Bankrupt, or is actually one, and countermands the Delivery, and gets them back into his own Possession again, no Action of *Trover* would lie for the Assignees of *A.* because the Goods, while they were in *Transitu*, might be so countermanded.

The Commissioners cannot assign the Benefit of an Agreement made with a Bankrupt.

*Mogin v.*  
*Little, a Fern.*  
*Std. guar.*

Where the Defendant, on Marriage of his Son, settles Land on himself for Life, Remainder to his Son for Life, &c. and covenants, during his own Life, to pay his Son *15l. per Annum*; the Son becomes a Bankrupt; the Plaintiff, as Assignee, brings a Bill against the Father, to have the Benefit of this Agreement, and to comp. *A* Payment of the *15l. per Annum*. *Per Cur.* An Assignee under a Statute of Bankruptcy is not entitled to have the Performance of an Agreement made with the Bankrupt; and said that it was so adjudged in the Case of *Drake v. the Mayor of Exeter*; where the Court held, that, if a Lessor covenants with his Lessee and his Assigns to renew his Lease, and the Lessee becomes a Bankrupt, and the Commissioners assign this Covenant, the Assignees cannot have any Relief against the Lessor.

Commissioners cannot assign future Earnings arising from the Labour of the Bankrupt.

*Chippendale*  
*v. Foulisfan.*  
*B. R. Trin.*  
*25 Geo. III.*

*Chippendale* brought an Action of *Assumpsit* for Work and Labour as an Attorney. The Defendant pleaded that the Plaintiff was a Bankrupt, and averred that the Commission was still in Force.

The Plaintiff replied, that the Work and Labour was done after the Commissioners' Assignment, and for the necessary Support of himself and Family. Rejoinder, that the Plaintiff had not obtained his Certificate; and thereupon a Demurrer.

Lord Mansfield said, the only Question is, whether the Assignees of a Bankrupt are entitled to the Profits arising from his personal Labour?

*1 Atk. 253.*

Mr. Justice Buller observed, that the Case in *Atkins* did not support the Doctrine laid down at the Bar; for Lord Hardwicke there says, "All his future personal Estate is affected by the Assignment;" by which he evidently meant, that, if the Assignees claim it, the Bankrupt must deliver it up; and so far the Assignment affects it: But no other Person can have the same Plea. It is certain, Lord Hardwicke meant to go no further than the Case in *Strange*, which is decisive of his Meaning; therefore he was of Opinion with the Plaintiff, for whom Judgment

on the Demurrer,  
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WHEN a named Person appoints a Trustee, and all chuse an Assignee Meeting the said Meeting if from abroad Debts at this qualified to chosen by the have an Assignee Bankrupt's Estate

The Commissioners if they see Cause which Assignee Creditors for duly qualified or displaced, or Assignees Delivery to the which shall be distributed shall be. And to remove such the Assignments Assignees as they think fitful Accompany Person to collect Security.

Assignees may, though, if the Suit in Equity the London Gazette Consent of the Assignees in such Suits the Charges; may take an Assignment themselves even Assignees are vote that they of a Hazard.

And the Creditors Meeting of the in the London and any Person Arbitration; Value of such Difference, and pound and agree



on the Demurrer was accordingly pronounced. See the Case referred to by Judge Buller, a *Strange* 1207, *Ajbley v. Kell*.

*Of chusing Assignees, and of their Power and Duty.*

**W**HEN any Commission of Bankruptcy is issued out, the Commissioners therein; *Gen. II. C. 30. S. 46, 47.* named, or the major Part of them, shall forthwith, after they have declared the Person Bankrupt, cause Notice to be given in the *London Gazette*, and shall appoint a Time and Place for the Creditors to meet; which for the City of *London*, and all Places within the Bills of Mortality, shall be at *Guildhall*, in order to chuse an Assignee, or Assignees, of the Bankrupt's Estate and Effects; at which Meeting the Proof of any Creditor's Debt, that shall live remote from the Place of the said Meeting, shall be admitted by Affidavit, or if Quakers, by Affirmation, or if from abroad, by Letters of Attorney; and all Creditors who shall so prove their Debts at this Meeting, and whose Debts amount to 1*l.* or upwards, shall be qualified to vote in the Choice of Assignees; and he, or they, that shall be so chosen by the major Part in Value of the Creditors then proving their Debts, shall have an Assignment from the Commissioners, or the major Part of them, of the Bankrupt's Estate and Effects.

The Commissioners have Power immediately to appoint one or more Assignees, *Ditto, S. 30.* if they see Cause, for the better securing and preserving the Bankrupt's Estate; which Assignee, or Assignees, may be removed or displaced at the Meeting of the Creditors for the Choice of Assignees, if the major Part of them then met, and duly qualified, shall think fit; and such Assignee, or Assignees, as shall be removed or displaced, shall, within ten Days after Notice given in Writing by the Assignee or Assignees chosen by the Creditors of the said Choice, make an Assignment and Delivery to the said Assignee or Assignees of all the Bankrupt's Estate and Effects which shall have come to their Hands and Possession, on Penalty of 200*l.* each, to be distributed among the Creditors, in the same Manner as the Bankrupt's Estate shall be. And the Lord Chancellor has Power, on the Petition of any Creditor, to remove such Assignees as shall have been chose by the Commissioners, to vacate the Assignment, and to cause a new one to be made.

Assignees have Power to order the Bankrupt's Attendance on them as often as they think convenient for the Benefit of the Estate, and may have some skilful Accountants to settle his Books of Accounts, and employ some faithful Person to collect and get in the Debts; but for this last they ought to have Security.

Assignees may bring Actions at Law without the Consent of the Creditors; *Ditto, S. 38.* though, if the Suit in Law is a Matter of Consequence, or which may produce a Suit in Equity, they shall summon all the Creditors to a Meeting, by Notice in the *London Gazette*, and lay before them the true State of the Case, and take the Consent of the major Part in Value of the said Creditors in Writing, to the bringing such Suits, and that a sufficient Sum remain in the Assignees' Hands to defray the Charges; and in Case they apprehend that they shall not have sufficient, they may take an Agreement under the Creditors' Hands to indemnify them, and oblige themselves every one to pay his Share, in Proportion to their respective Debts; for Assignees are not obliged to bring any Suit in Law or Equity, though the Creditors vote that they should, unless they are indemnified, where there is any Appearance of a Hazard.

And the Assignees may, with the Consent of the major Part in Value of the Creditors who shall have duly proved their Debts, and be present at any Meeting of the said Creditors, pursuant to Notice to be for that Purpose given in the *London Gazette*, submit any Difference or Dispute between the Assignees and any Person or Persons whatsoever, relating to the Bankrupt's Effects, to Arbitration; the Arbitrators to be chosen by the Assignees, and the major Part in Value of such Creditors, and the Party or Parties with whom they have the Difference, and to perform the Award of such Arbitrators, or otherwise to compound and agree the Matters in Dispute, in such Manner as the Assignees, with such

such Consent as aforesaid, shall think fit; and the same shall be binding to all the Creditors.

§ Geo. II.  
C. 30. S. 35.

The Assignees, by and with the Consent of the major Part of the Creditors in Value, who shall be present at a Meeting to be had for that Purpose, of which Notice shall be given in the *London Gazette*, may make Composition with any Person or Persons, Debtors or Accomptants to the Bankrupts, where the same shall appear necessary and reasonable, and to take such reasonable Part as can upon such Composition be gotten in full Discharge of such Debts and Accounts.

Ditto, S. 28.

Assignees should be careful in examining the Nature of the Bankrupt's Debts, to prevent the Statute of Limitation from taking Place. Where it shall appear to the major Part of the Commissioners, that there has been mutual Credit given by the Bankrupt and any other Person, or mutual Debts between the Bankrupt and any other, at any Time before he became Bankrupt, the major Part of the Commissioners, or the Assignees of the Estate, may state the Account between them, and one Debt may be set against another, and what shall appear to be due on either Side, on the Balance of such Account, and on setting such Debts one against another, and no more, shall be claimed or paid on either Side respectively.

Ditto, S. 32.

Before the Creditors shall proceed to the Choice of Assignees, the major Part in Value of the Creditors present, shall, if they think fit, direct how, and with whom the Monies to be received out of the Bankrupt's Estate shall remain, until the same be divided; to which Rule such Assignees shall conform as often as 100*l.* shall be got in.

Ditto, S. 33.

Assignees are obliged, at some Time after the Expiration of four Months, and within twelve Months from the Time of the Commission's issuing, to cause at least twenty-one Days public Notice to be given in the *London Gazette*, of the Time and Place they and the Commissioners intend to meet, to make a Dividend or Distribution of the Bankrupt's Effects; at which Time the Creditors who have not before proved their Debts, shall then be at Liberty to prove them; which Meeting, for London and all Places within the Bills of Mortality, shall be at the *Guildhall*; and at such Meeting the Assignees shall produce to the Commissioners and Creditors then present, just and fair Accounts of all their Receipts and Payments touching the Bankrupt's Estate and Effects, and the Particulars of all that shall remain outstanding, and shall, if the major Part of the Creditors then present require it, be examined upon Oath before the Commissioners, touching the Truth of such Accounts. And the Assignees shall be allowed to retain all such Sums as they shall have paid or expended in suing out and prosecuting such Commission, and all other just Allowances on Account of their being Assignees; and the major Part of the Commissioners shall order such Part of the nett Produce of the Bankrupt's Estate, as by such Accounts, or otherwise, shall appear to be in the Hands of the Assignees, as they shall think fit to be divided forthwith among such of the Creditors who have duly proved their Debts under the Commission, in Proportion to their several and respective Debts; and they shall make such their Order for a Dividend in Writing under their Hands, and shall cause one Part of such Order to be filed amongst the Proceedings under the Commission, and shall deliver unto each of the Assignees a Duplicate of such their Order, likewise under their Hands; which Order of Distribution shall contain an Account of the Time and Place of making such Order, and the Sum total or *Quantum* of all the Debts proved under the said Commission; and the Sum total of the Money remaining in the Hands of the Assignees to be divided, and how much in particular in the Pound is then ordered to be paid to every Creditor under the Commission; and the said Assignees, in Pursuance of such Order, and without any Deed or Deeds of Distribution to be made for that Purpose, shall forthwith make such Dividend and Distribution accordingly, and shall take Receipts in a Book to be kept for that Purpose for each Creditor, for the Part or Share of such Dividend or Distribution; which they shall make and pay to each Creditor respectively; and such Order and Receipt shall be a full and effectual Discharge to such Assignees.

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And the Assignees are further obliged within eighteen Months after issuing of the Commission, to make a second Dividend of the Bankrupt's Estate and Effects, in Case the whole was not divided on the first Dividend, and shall cause Notice to be inserted in the *London Gazette* of the Time and Place the Commissioners intend to meet to make a second Dividend, and for the Creditors who shall not before have proved their Debts, to come and prove them; and at such Meeting the Assignees shall produce upon Oath their Accounts of the Bankrupt's Estate and Effects; and what upon the Balance thereof shall appear to be in their Hands, shall by the like Order of the major Part of the Commissioners be forthwith divided among such of the Bankrupt's Creditors, as shall have made due Proof of their Debts, in Proportion to their several and respective Debts; which second Dividend shall be final, unless any Suit at Law or in Equity shall be depending, or any Part of the Estate standing out that cannot have been disposed of, or that the major Part of the Creditors shall not have agreed to be sold or disposed of in Manner aforesaid; or unless some other or future Estate or Effects of the said Bankrupt shall afterwards come to, or vest in the said Assignees; in which Case the Assignees shall, as soon as may be, convert such future or other Estate or Effects into Money in Manner aforesaid, and shall within two Months next after the same shall be converted into Money, by the like Order of the Commissioners, divide the same amongst the Creditors who shall have made due Proof of their Debts.

It is the Duty of the Assignees to make a Dividend as early as possible after the Time given by the Statute for Creditors to come in, and prove their Debts. And if they neglect making a Dividend and keep the Money in their own Hands, they will be liable to pay interest for it.

This Question as to Interest arose in a Case where a Commission issued in 1766, against *Beale* and others, Copartners; and *Townshend*, *Russel* and another were chosen Assignees. *Beale* and his Partners having carried on the Negotiation of Bills of Accommodation to a very large Amount, with several Persons who were also Bankrupts, the Assignees of *Beale* deferred proceeding under the Commission, in Order that the several Holders of the Bills might prove their Debts and receive Dividends under the other Commissions, before they made any Claim on the Estate of *Beale*. In Fact, no Dividend was ever made. The Clerk of the Commission was dead and all the Papers were lost. *Townshend* had received a considerable Part of the Bankrupt's Effects. *Russel* had also received some small Part, but he died in 1773.

In 1782, the Creditors renewed the Commission, and this Bill was brought by the Creditors against *Townshend* and the Executors of *Russel*, for a Discovery of the several Facts, and for an Account of the Money received by them.

It appeared by *Townshend's* Answer, that he kept the Money he received as Assignee, in common with his own at his Banker's; but he swore that he generally had there more than the Amount of such Receipts; and the only Question in the Case was, whether *Townshend* and the Executors of *Russel* should be charged with Interest for the Money kept in their respective Hands.

Lord *Loughborough*, the Seals in Commission, "As to *Russel's* Executors, they cannot be looked upon in the Light of Assignees, and as Executors, are not required to pay till called upon; and though the Plaintiffs might charge *Russel's* Estate in Respect of the Money retained in his Hands in his Life-time, yet, as the Sum is comparatively small, it is scarcely an Object. But with Regard to *Townshend*, I was surprised to hear it argued that the Assignees were not to make a Dividend, or to take an active Part in settling the Bankrupt's Affairs, unless called upon by the Creditors. And as to the Idea of discouraging honest Men from taking upon themselves the Office of Assignees, no honest Man can ever have any Difficulty. The Effect of giving in to such Doctrine would be, that it would be canvassed for as an Office, and no honest Man would ever be appointed. There is nothing so likely to make the Bankrupt Laws reprobated, or to bring about their Annihilation. This is the grossest Case that Imagination can make. The Assignees' only Excuse is, that they could not make a Dividend, because they had been so very negligent. They never called upon the Clerk of the Commission, and he is now dead, and all the Papers are lost. And the Expences of a Suit are brought upon the Estate by their Neglect. Now what Ground is there for not changing

charging them with Interest? The Money being mixed by *Townsend* with his own, it is just as clear that a Profit has accrued, as if it had been specially placed out. *Townsend* was employed in Trade, and knew how to make the most of Money. Money is Part of a Merchant's Stock in Trade: a circulating Capital on which Profit arises. The Sum in the Banker's Hands was fluctuating, and he must have been an unthrifty Merchant if he did not make great Profit of the Money by discounting Notes, &c. Since the Year 1768, the Sum of 1936*l.* has been so employed by him. If the Court should suffer him to do this, when the very Nature of the Trust reposed in him, required that he should not keep it in his Hands, when will there be a sufficient Ground to charge Assignees? *Townsend* must therefore pay the Interest at 5 *per Cent.* and pay all the Costs of this Suit, and also all the subsequent Costs arising from the Enquiry in the Master's Office, which has been occasioned by his Neglect.

Let this Case serve as a Precedent and a Warning to tardy Assignees, who but too frequently deserve the severest Censures, and even Punishment, for delaying Dividends to the great Injury of the poorer Classes of Creditors under Commissions of Bankruptcy.

If Creditors want to inspect the Assignees' Accounts, and are refused by them, the Court, on Petition, will oblige the Assignees to shew their Accounts according to the Directions of the Statutes.

If an Assignee is guilty of a Breach of Trust, by misapplying the Creditor's Money or keeping the Money in his Hands, when he ought to have divided it, the Court, on a Petition and Proof being made, will Order an Account to be taken before the Commissioners, and a Dividend to be made; and if any manifest Delay or Neglect appears in them, will oblige them, as we have seen to pay Interest and Costs.

If Assignees attempt to sell Estates at an under-Value, or enter into any clandestine Agreement either with the Bankrupt or any other Person, the Court, by Application, will by Order restrain them from selling such Estates or Interests, or remove them.

If Assignees have had Suits in Law or Equity, on Application to the Court the Court will Order the Commissioners to settle the Accounts, allowing them all reasonable Costs and Charges, and direct the Assignees to make a Dividend of the Residue.

The Court on a Petition will Order the Commissioners to enquire into the real Consideration of Debts and Notes, and of usurious Contracts; and will Order the Assignees to be restrained from making any Dividend, till the Commissioners shall have made their Certificate to the Court; and if there appears to have been more than legal Interest received, or any unfair Transactions, with Regard to the obtaining or swelling such Debt, the Court, on bringing a Bill, will, by Decree, reduce such unconscientious Demand to the Sum which is really due.

If an Assignee dies, the Trust devolves to the surviving Assignee, or to such new Assignee as the Court shall join to the surviving Assignee, if the Creditors shall petition for the same; and the Executor or Administrator of the deceased Assignee must pay the Money in his Hands to the surviving Assignee, and such additional Assignee, if appointed; or account before a Master in *Chancery* for Assets come to his or her Hands because the Commissioners cannot take an Account of Assets.

But if the Bankrupt's real Estate is conveyed to Assignees, and one of them dies, this is a Joint-Tenancy, and goes to the Survivor; and he may alone sell such an Estate to the Purchaser; but if both die before any Conveyance is made, then the Heir at Law of the Survivor must convey to such new Assignees as the Court shall appoint, or join with such new Assignees in Conveyance to a Purchaser.

If Money is overpaid in Pursuance of an usurious Contract, the Assignees have a Right to demand and recover it, notwithstanding the Agreement of the oppressed Party to allow such Payments. The two *Cottons* became Bankrupts, and their Assignees brought a Bill against *Dashwood*, as Executor of Sir *Samuel Dashwood*, who had in his Life-time, lent several Sums to the Bankrupts upon Bonds bearing 6 *per Cent.* Interest, and had taken Advantage of their necessitous Circumstances,

*Ld. Talbot,*  
*Mich. Term.*  
*fo. 38 to 41.*  
*1 Geo. II.*  
*21 Nov.*  
*By Assent*  
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cumstances, and compelled them to pay 10 per Cent. to which they submitted, and entered into other Agreements for that Purpose, and continued paying at the said Rate of 10 per Cent. from the Year 1710 to 1724; it was decreed at the Rolls, that the Defendant should account; and that for what had been really lent, legal Interest should be computed and allowed; and what had been paid, over and above legal Interest, should be deducted out of the Principal at the Time paid, and the Plaintiffs to pay what should be due on Account; and if the Testator had received more than was due with legal Interest, that was to be refunded by the Defendant, and the Bonds to be delivered up.

A Bankrupt, before he became such, having made a Mortgage of his Estate, the Assignees of the Statute bring an Ejectment for the Recovery of the Lands comprised in the Mortgage; the Mortgagee refuses to enter, but suffers the Bankrupt to take the Profits, and to fence against the Assignees with this Mortgage. Ld. Keeper ordered, the Mortgagee should be charged with the Profits from the Time of the Ejectment delivered.

*Assignee's Right to a Mortgage made by a Bankrupt.*  
*Chapman v. Tancer.*  
1 Vern. 276.  
Mich. Term.  
1684.

*An Assignee dying in Debt by Bond.*

THE Assignees under a Commission taken out against I. S. petitioned that I. N. the Daughter and Administratrix of I. D. who was the surviving Assignee under the Commission, should account before the Commissioners, for the Bankrupt's Effects come to her Hands; and an Affidavit was made, that I. N. had confessed she believed that her Intestate, the Assignee, kept the Bankrupt's Money in a separate Bag, with a Note in it, shewing it to be such; and also that the Assignee left Lands of Inheritance, descended to I. N. the Heir, which would be Assets by Descent, to answer the Covenant entered into by the Assignee for himself and Heirs, with the Commissioners, duly to account for the Bankrupt's Effects.

*Ex parte Markland.*  
2 Peer Will.  
246. Trin.  
Term, 1729.  
L. C. King.

But against the Petition it was urged, that this Matter was not fit to be ended in a summary Way, but by a Bill to determine it; for that I. N. the Heir and Administratrix of the Assignee, had made an Affidavit, that she never confessed the Assignee, her Father, kept the Bankrupt's Money in a separate Bag or Place, nor did she believe the Fact to be so; that the Assignee the Father, died indebted by Specialty and otherwise several thousand Pounds beyond all his Assets: that she has paid some Bonds, and Actions were depending upon others; that it was in her Election to prefer which of the Specialties she pleased, and the Commissioners were not proper to determine in a summary Way, whether the Payments already made by the Administratrix, or which she should make, were, or would be, good and legal; or if they should make such Determination, this could be no way binding to the other Creditors; therefore the Order now desired, that the Daughter and Administratrix of the Assignee should account with the Commissioners, would be of no Use; since the Creditors might bring their Action, or Bill in Equity against the Daughter and Administratrix of the Assignee; for which reason Ld. Chancellor ordered the Petition of the new Assignees to be dismissed, and directed them to bring their Bill.

Though Assignees are generally chosen from among the Creditors, and those commonly to whom the Bankrupt is most indebted, yet they may be made, notwithstanding they are no Creditors, nor any Ways concerned in the Commission, provided the major Part in Value of the Creditors appoint them.

And Assignees may bring Actions for Debts due to the Bankrupt in their own Names, &c. for they shall have the same Remedy as the Bankrupt himself might have had against his Debtors. But if the Commission of Bankruptcy be not taken out within six Years, the Time directed by Law for suing of Debts, then the Defendant in an Action may plead the Statute of Limitations: In Case the Commission be taken out within six Years, and the Assignment made within that Time, the Statute preserves the Debt by the Assignment, it being to relieve Creditors against Fraud.

1 Cr. 105.  
1 Saund. 37.  
Jenks v. Pigg.

It is a constant Practice to make an Assignment of the Debts and Estate of the Bankrupt to Assignees in Trust for themselves, if Creditors, and the other Creditors; it has been held, that where a Commission of Bankruptcy is taken out, the Bankrupt's Goods do not thereupon belong to the Commissioners, for until

1 Salk. 108.  
111.



an Assignment thereof is made, the Property is not transferred out of the Bankrupt; but it is said, the Assignee is in by Relation from the Time of the Bankruptcy, so as to avoid all *mesne* Acts, but not so as to be actually invested with the Property.

*Of Removing Assignees.*

§ Geo. II. C. 39. s. 31. **I**F an Assignment of a Bankrupt's Estate already made by the Commissioners, or hereafter to be made, pursuant to the Choice of Creditors should be found necessary to be vacated, and a new Assignment made of the Debts and Effects unreceived, and not disposed of by the then Assignees, to other Persons, to be chosen by the Creditors as aforesaid, it is lawful for the Lord Chancellor, Lord Keeper, or Commissioners of the Great Seal, upon the Petition of any Creditor, to make such Order therein as he or they shall think just and reasonable; and in Case a new Assignment shall be ordered to be made, then such Debts, Effects, and Estate of the Bankrupt shall be thereby effectually and legally vested in such new Assignee or Assignees, and it shall be lawful for him or them to sue for the same in their Names, and to discharge any Action or Suit, or give any Acquaintance for such Debts, as effectually to all Intents and Purposes as the Assignees in the former Assignments might have done; and the Commissioners shall cause publick Notice to be given in the two *London Gazettes* that shall immediately follow the Removal of such Assignees; and the Appointment of such others as aforesaid, that such Assignees are removed, and such others appointed in their stead, and that such Persons as are indebted to the Bankrupt's Estate do not pay any Debts to the Assignees removed; and if an Issue is directed to be tried in the Time of the old Assignees, the Court, on Petition, will order the same Issue to be tried by the new ones.

If an Assignee himself become Bankrupt, that will be a sufficient Ground for his Removal. Or if the Commissioners act improperly in the Choice of Assignees.

And where an Assignee is removed on Account of his own Bankruptcy, Lord *Hardwicke* was of Opinion, that he and his Assignees must join with the Commissioners in executing an Assignment to the new Assignees.

If there is any Injustice committed by Assignees, and that they, with the Bankrupt's Consent, will admit of sham Debts being proved, the Court will remove such Assignees, and order the Consideration of such Debts to be inquired into, and all Parties to be examined upon Interrogatories, and appoint new Assignees, and direct the Commissioners to see what is really due from the Bankrupt's Estate to his Creditors; and after the Assignees are chosen, will order Costs of the Parties so unjustly acting, to be taxed by a Master and be paid by them.

If Assignees live at a great Distance from the Bankrupt's Estate or Effects, whereby such Estate or Effects may be incumbered with heavy Charges, or occasion a Neglect in getting in such Effects; upon the Application of the Majority of the Creditors who have proved their Debt under the Commission, and proving the same by Affidavit, the Court will discharge such Assignees, and direct a new Assignment to be made to such other Assignees as the Creditors shall appoint, and direct that the old Assignees shall join in such new Assignment.

If it appears that there are Accounts between the Bankrupt and the Assignees, and although there may be Notes or Bonds subsisting, so as to entitle them to prove their Debts, yet if upon the Balance of such Accounts, the Assignees appear to be Debtors to the Bankrupt's Estate, the Court will for such Reason remove them.

If there appears Partiality or Unfairness in the Choice of Assignees, the Court, on Petition will remove them.

If it appears that Assignees have prevented Creditors from proving their Debts, to make Number and Value for the Bankrupt's Certificate, and for that Purpose have contested such Debts, and have refused to admit them; the Court will for such Unfairness remove the Assignees, and admit such Creditors to prove such Debts as shall appear to be justly due to them.

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*Penalties on Persons concealing Effects, and pretended Creditors swearing falsely; and Allowances made to the Discoverers of Bankrupts' Effects.*

BY this Statute it is enacted, for the better Discovery of a Bankrupt's Estate, <sup>5 Geo. II. c. 30. s. 20, 21.</sup> that all and every Person who shall, after the Time allowed to such Bankrupt, voluntarily make a Discovery of any Part of such Bankrupt's Estate, not before come to the Knowledge of the Assignees, shall be allowed <sup>13 Edw. C. 7. s. 6.</sup> 5 per Cent. and such further Reward as the Assignees, and the major Part of the Creditors in Value, present at any Meeting of the Creditors, shall think fit.

And every Person who shall have accepted of any Trust, or Trusts, and shall wilfully conceal or protect any Estate, real or personal, of any Person or Persons becoming Bankrupt, from his Creditors, and shall not, within forty-two Days next after such Commission shall issue forth, and Notice thereof be given in the *London Gazette*, discover and disclose such Trust and Estate, in Writing, to one or more of the Commissioners or Assignees of such Bankrupt's Estate, and likewise submit himself to be examined by the Commissioners, in and by the said Commission authorized, if thereunto required, and truly discover the same, shall forfeit the Sum of one hundred Pounds of lawful Money of Great Britain, and double the Value of the Estate, either real or personal, so concealed, to and for the Use and Benefit of the said Creditors.

And whereas many Abuses have been committed by pretended Creditors of Bankrupts, be it enacted, by the Authority aforesaid, that if any Person, at any Time hereafter, shall, before the acting Commissioners in any Commission of Bankruptcy, or by Affidavit or Affirmation exhibited to them, swear or depose that any Sum of Money is due to him or her from any Bankrupt, which Sum of Money is not really due or owing, or shall swear or affirm that more is due than is really due or owing, knowing the same to be not due or owing, and that such Oath or Affirmation is false and untrue, and being thereof convicted by *Indictment* or *Information*, such Persons shall suffer the Pains and Penalties inflicted by the several Statutes made and now in Force against wilful Perjury, and shall moreover be liable to pay double the Sum so sworn or affirmed to be due or owing as aforesaid, to be recovered and levied as other Penalties and Forfeitures are upon penal Statutes, after the Conviction, to be levied and recovered; and such double Sum shall be equally divided among all the Creditors seeking Relief under the said Commission.

Where any Person shall fraudulently swear, or being a *Quaker* affirm, before the major Part of the Commissioners in a Commission of Bankruptcy, or by Affidavit or Affirmation exhibited to them, that a Sum of Money is due to him from any Bankrupt, which shall in Fact not be really and truly owing, and shall, in Respect of such fictitious Debt, sign the Certificate of such Bankrupt's Discharge, in every such Case, unless such Bankrupt shall, before the major Part of the Commissioners have signed such Certificate, by Writing signed by him, and delivered to one or more of the Commissioners, or of the Assignees of his Estate and Effects, disclose the Fraud, and object to the Reality of such Debt, such Certificate shall be null and void, and the Bankrupt shall not be intitled to his Discharge, or to any of the Benefits or Allowances given to Bankrupts by the Act of 5 Geo. II. <sup>14 Geo. II. P. 1157.</sup>

Where any Creditor of a Bankrupt resides in foreign Parts, the Letter of Attorney of such Creditor, attested by a Notary Publick in the usual Form, shall be a sufficient Evidence of the Power by which any Person thereby authorized shall sign the Bankrupt's Certificate.

#### *Of superseding Commissions.*

THE Reasons for superseding Commissions are many and various; as, 1<sup>st</sup>, If there is not a Debt due to the petitioning Creditor, in which Case the Court will order the Commissioners to enquire into the Nature of the Debt, and to certify the same to the Court; and if there is not a sufficient Foundation for the Debt, the Court will supersede it.

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2dly, If the Party insists he is no Trader, the Court usually directs such Facts to be tried; and if on such Trial it appears to the Court that he is not a Trader, the Court will for such Reasons supersede the Commission.

3dly, If the Party against whom the Commission is issued, appears to be an Infant, the Court, on full Proof of such Infancy, will supersede the Commission.

4thly, If, after the issuing a Commission, the Party makes a Satisfaction, or gives a sufficient Security for performing it to all his Creditors, and they in Consequence give him a Release, these Motives, on Petition to the Court, will induce it to supersede the Commission.

5thly, If a Bankrupt conveys all his real Estate to Trustees for the Benefit of his Creditors, and they accept of this Conveyance, the Court, in this Case, will order the Creditors to deliver up their Securities to the Bankrupt, and that the Bankrupt shall deliver up all the Title Deeds, and join in the Conveyances; and that the Trustees shall proceed in the Trust, and that the Bankrupt shall pay the Charges of the Commission, deducting the Money out of the Assignees' Hands.

4 Geo. II.  
Vol. 128.

6thly, If a Bankrupt makes a private Agreement with his Creditor, and prevails on him to take out a Commission, in Consideration of being paid his whole Debt, or at least more than the Rest of his Creditors, the Court, on Proof made thereof, will order the Commission to be superseded, and award a new one; and the Person receiving such Goods, or Satisfaction, shall lose his whole Debt and the Money received, and pay the same to such Persons as the Commissioners shall appoint, in Trust for the Bankrupt's Creditors, in Proportion.

7thly, If a Person has not a Mind to be a Bankrupt, and is conscious that he is no Trader, nor has committed any Act of Bankruptcy, or does not owe any Debt sufficient whereon to ground a Commission, he may, if he supposes a Commission is going to be taken out against him, enter a Caveat in the Secretary's Office against it; or if it has issued, he may petition the Court that no such Commission may be executed against him, or that it may be superseded; and, upon hearing the Merits of such a Petition, the Court in some Cases determines the Point, and in other Cases directs an Issue at Law to try the same.

8thly, If a Commission taken out in an adverse Manner is superseded, and the Party on the Trial is not found Bankrupt, the Court, according to the Nature of the Case, frequently will order Costs to the Party against whom the Commission is taken out, or may, if they think proper, assign over the Bond given to the Lord Chancellor.

#### *Costs of Commissions, how to be settled and paid.*

5 Geo. II. c.  
39. S. 25.

**T**HE Creditors who shall petition for a Commission of Bankrupt, shall be obliged, at their own Costs, to prosecute the same, until Assignees shall be chosen; and the Commissioners shall, at the Meeting appointed for the Choice of Assignees, ascertain such Costs, and by Writing shall order the Assignees to reimburse such petitioning Creditors out of the first Effects of the Bankrupt that shall be got in; and every Creditor shall be at Liberty to prove his Debt without paying Contribution.

Ditto, S. 42.

There shall not be paid out of the Estate of the Bankrupt any Monies for Expences in Eating or Drinking of the Commissioners, or of any other Persons, at the Times of the Meeting of the Commissioners or Creditors; and no Schedule shall be annexed to any Deed of Assignment of the personal Estate of such Bankrupt; and if any Commissioner shall order such Expence to be made, or eat or drink at the Charge of the Creditors, or out of the Estate of such Bankrupt, or receive above 20s. each Commissioner for each Meeting, every such Commissioner shall be disabled to act in any Commission of Bankrupts.

Ditto, S. 46.

All Bills of Fees or Disbursements demanded by any Solicitor, employed under any Commission of Bankrupt, shall be settled by one of the Masters of Chancery, and the Master who shall settle such Bill shall have for his Care in settling the same, as also for his Certificate thereof, 20s.

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*Concerning the Duty of, and Remedy against Gaolers, where Bankrupts or Witnesses are committed, and suffered to escape.*

IN Case the Commissioners appointed in any Commission of Bankruptcy, <sup>Geo. II. C. 30. §. 19.</sup> should, in Virtue of their Power, commit the Bankrupt or any Person or Persons to Prison, for not conforming to the Acts relating to Bankrupts; and if the Gaoler or Keeper of the Prison to which such Bankrupt, Person, or Persons shall be so committed, wilfully suffer such Bankrupt, Person, or Persons, to escape from such Prison, or to go without the Walls or Doors thereof, until he or they shall be duly discharged, such Gaoler or Keeper shall, for such his Offence, being duly convicted by Indictment or Information, forfeit five hundred Pounds, of lawful Money of Great-Britain, for the Use of the Creditors of such Bankrupt.

And the Gaoler or Keeper of such Prison as aforesaid, shall, upon Request of <sup>Ditto, §. 19.</sup> any Person, being a Creditor of such Bankrupt, and having proved his Debt under the Commission, and producing a Certificate thereof under the Hands of the Commissioners, which they are hereby required to give *gratis*, forthwith produce and shew such Person or Persons so committed as aforesaid to any such Creditor requesting the same; and in Case such Gaoler or Keeper of such Prison shall refuse to shew, or shall not forthwith produce such Person or Persons so committed as aforesaid, and being in his actual Custody at the Time of such Request, to such Creditor of the Bankrupt requesting to see such Person or Persons committed as aforesaid, such Gaoler or Keeper of such Prison shall forfeit for such his wilful Refusal or Neglect, the Sum of 100*l.* of lawful Money of Great-Britain, for the Use of the Creditors of such Bankrupt, to be recovered by Action of Debt in any of his Majesty's Courts of Record at Westminster, in the Name of the Creditor requesting such Sight of such Prisoner.

And for every other such Offence shall forfeit the Sum of 200*l.* for the Use of <sup>Geo. I. C. 24.</sup> the Bankrupt's Creditors, as aforesaid.

*Concerning Privilege of Parliament.*

BY Stat. 4 Geo. III. Cap. 36. the Stat. 5 Geo. II. Cap. 30. concerning Bankrupts is further continued to September 29, 1771, and from thence to the End of the then next Session of Parliament. And with Respect to Persons intitled to the Privilege of Parliament not paying their Debts, the following Act was made, intituled, 'An Act for preventing Inconveniences arising in Cases of Merchants, and such other Persons as are within the Description of the Statutes relating to Bankrupts, being intitled to Privilege of Parliament, and becoming insolvent.'

Stat. 4 Geo. III. Cap. 33. Sect. 1. Whereas Merchants, Brokers, Factors, Scriveners, and Traders, within the Description of the Statutes relating to Bankrupts, having Privilege of Parliament, are not compellable to pay their just Debts, or to become Bankrupts, by Reason of Freedom of their Persons from Arrest upon Civil Process; and some Doubts have also arisen, whether in Cases of Bankruptcy, a Commission can be sued out during the Continuance of such Privilege: To remedy which Inconveniences, and to support the Honour and Dignity of Parliament, and good Faith and Credit in commercial Dealings, which require, that in such Cases, the Laws should have their due Course, and that no such Merchants, Bankers, Brokers, Factors, Scriveners, or Traders, in Case of actual Insolvency, should, by any Privilege whatever, be exempted from doing equal Justice to all their Creditors; be it enacted, &c. that from and after the 1st Day of May, 1764, it shall be lawful for any single Creditor, or two or more Creditors, being Partners, whose Debt or Debts shall amount to 100*l.* or upwards, and for any two Creditors whose Debt shall amount to 150*l.* or upwards, or any three or more Creditors whose Debts shall amount to 200*l.* or upwards, of any Person or Persons deemed a Merchant, Banker, Broker, Factor, Scrivener, or Trader or Traders, within the Description of the Act of Parliament

Parliament relating to Bankrupts, having Privilege of Parliament, at any Time, upon Affidavit being made and filed on Record in any of his Majesty's Courts at *Westminster* by such Creditor or Creditors, that such Debt or Debts is or are justly due to him or them respectively, and that every such Debtor, as he or they verily believe, is a Merchant, Banker, Broker, Factor, Scrivener, or Trader, within the Description of the Statutes relating to Bankrupts, to sue out of the same Court Summons, or any original Bill and Summons, against such Merchant, Banker, Broker, Factor, Scrivener, or Trader, and serve him with a Copy thereof; and if such Merchant, Banker, Broker, Factor, Scrivener, or Trader, shall not, within two Months after personal Service of such Summons, Affidavit of the Debt or Debts having been duly made and filed as aforesaid, pay, secure, or compound for, such Debt or Debts, to the Satisfaction of such Creditor or Creditors, or enter into a Bond in such Sum, and with two such sufficient Sureties, as any of the Judges of that Court out of which such Summons shall issue shall approve of, to pay such Sum as shall be recovered in such Action or Actions, together with such Costs as shall be given in the same, he shall be accounted and adjudged a Bankrupt from the Time of the Service of such Summons; and any Creditor or Creditors may sue out a Commission against any such Person, and proceed thereon in like Manner as against other Bankrupts.

Sect. 2. Provided always, and it is hereby declared, that this Act shall not extend, or be deemed or construed to extend, to any such Debt or Debts as aforesaid contracted before the 8th Day of *March*, 1764; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

Sect. 3. And be it further enacted, by the Authority aforesaid, that if any Merchant, Banker, Broker, Factor, Scrivener, or Trader, shall, after the last Day of this Session of Parliament, commit any Act of Bankruptcy, that then, and in such Case, any Creditor or Creditors as aforesaid may sue out a Commission of Bankruptcy against any such Merchant, Banker, Broker, Factor, Scrivener, or Trader; and the Commissioners in such Commission, and other Persons, may proceed thereon in like Manner as against other Bankrupts; any Privilege of Parliament to the contrary notwithstanding.

Sect. 4. Provided nevertheless, and be it enacted, that nothing in this Act shall subject any Person intitled to Privilege to be arrested, or imprisoned during the Time of such Privilege, except in Cases made Felony by the Acts relating to Bankrupts, or any of them.

HAVING now made every necessary Remark on the Laws and Practice for and against an *English* Bankrupt, I shall add, how those under such unhappy Circumstances are treated in *France* and *Holland*; as it may unfortunately happen for my Reader, that the Course of his Dealings may lead him into some unlucky Engagements with such insolvent Persons; and it will then be natural for him to be desirous of knowing how far the Laws of the Country will protect the Debtor from the Creditor's Suit, and what Steps these latter ought to take for the Securing or Recovery of their Property: In Order therefore to give my Reader this Satisfaction, I shall observe to him, that in *France* a considerable Distinction is made between a *Bankruptcy* and a *Failure*; the former being understood to be voluntarily and fraudulent, whilst the other is supposed to be by Constraint and Necessity, caused always by some unforeseen and unavoidable Accident; but as *Savary* has made a very just and nice Distinction between the Signification of these two Terms, I shall give my Reader the Sense of his Observations thereon. He says, the Publick seldom makes the Difference it ought on these Occasions, but confounds the Distinctions, which are in their Nature very apparent, and are made such in all the King's Ordinances relative to those Affairs. The Trader who has failed, or stopped by Reason of his Incapacity punctually to comply with his Notes of Hand, Bills due, or immediately to return the Money he had received for those come back protested, and is obliged to this Demand by some unforeseen Accident, or Loss in Trade, and reduced to the Necessity of asking Time of his Creditors for the Payment of the Whole, or what he can,

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of his Debts, is not to be placed on a Footing with the Bankrupt, who by Fraud and Treachery has secured to himself a Provision for Futurity, at the Expence of his Creditors, to whom he gives up the trifling Remains of his ransacked Fortune in Payment of his Clearance; and though this Man's Villainy continues undiscovered, he always remains infamous in the Eyes of the Publick; whilst the other, who complies as far as he is able, is restored to Credit, though he continues incapable of enjoying any publick Post till the whole of his Debts are paid with Interest.

Although a Merchant be never so skilful and assiduous in his Business, though he keeps his Affairs under the best Regulation, and has set out in the World with a handsome Fortune; though he has observed all possible Application, and made Prudence his Guide in the Management of his Trade; and though he has omitted no Circumstance that might naturally attract and secure Success, yet if all is not accompanied by good Luck, he is not sure to prosper in his Enterprize and Undertakings; for Fortune very frequently determines all contrary to Expectation, as she is whimsical, and often favours the silly and ignorant, whilst the best and most capable Men are experiencing her Frowns: This is what no one as yet has been able to account for; and Experience demonstrates, that Misfortunes are daily happening to Merchants, whose Probity, Expertness, Prudence, and Capacity, render them worthy of Compassion, and undeserving this Reverse of Fortune, that exposes them to Misery and Contempt. Though, seeing Men, who follow the most approved Maxims in their Business, do not always meet a correspondent Success, but on the contrary are exposed to Mishaps and Losses, or supposing them considerable Gainers by their Trade, and they have more than sufficient to discharge their Debts, yet their Effects may undesignedly be so dispersed, that they may be incapacitated to answer an immediate Demand made by some inexorable Creditors, who will give no Quarter, or listen to the Calls of Benevolence and Humanity; I say, seeing Men of Integrity are exposed to these unjust Resentments of uncompassionate Creditors, the French Laws have provided a Means, by granting Letters of Respite, or Arrets of Parliament, to protect them from these unrelenting Tempers; which I am now about mentioning.

Letters of Respite are always granted by the King, and Arrets of general Protection by the Parliament, and sometimes by the King's Council, both tending to defend an honest Debtor from the Prosecutions of his Creditors, during the Term for which they are granted; and to allow him Time to liquidate his Effects, in Order to pay his Debts, or to agree with those to whom he is indebted; and that he may obtain the said Protection, he must strictly observe and submit to the King [Lewis XIV's] Ordinances of August 1669, and March 1673; and to his Majesty's Declarations of the 23d of December 1699, and that of September 1664, which enjoin the following Particulars.

1st. Letters of Respite are never granted but on important Considerations, to begin with Proofs and authentick Accounts, which ought to be explained in the said Letters, and affixed under the counter Seal; with a State of his Effects, which the Grantee must certify to be a true one, as well of his Moveables and Immoveables, as of Debts, under Pain of suffering the Penalties mentioned in the aforesaid Ordinances; and he must take Care to be very exact herein, because if he is found fraudulent in any one Particular he will forfeit the Protection of the said Letters, although they have been granted peremptorily with all his Creditors, and he will not only be unable to procure others, but he shall not even after this be admitted to the Benefit of ceding or giving up his Effects to his Creditors, which is only denied to one convicted of Fraud and Deceit.

2d. This State, so drawn up and certified, ought to be deposited at the Registry or Rolls of the Consular Jurisdiction, if there is one at the Place of his, the Debtor's, Residence, if not, at the Town-House; of which Deposit he must take a Certificate, to be fixed to the Petition he presents to the King, Council, or Parliament, for obtaining the Letters of Respite or Protection; and immediately after the Sealing and Expedition of the Letters, the Grantee ought to deliver into the Office, as well of the Judge to whom they are addressed, as that of the nearest Consular Jurisdiction, a Duplicate of that State, whose Truth has been so certified, of whose Deposit he ought to procure Certificates from the

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different Registers, and give a Copy to each of his Creditors, as well of the State as of the Certificates, at the Time of notifying the *Letters*, which are only valid in Regard of those to whom a Copy has been given, and therefore he remains exposed to the Prosecutions of them who have been forgotten or neglected in the Delivery of the said Copies.

3dly. If he who obtains *Letters* is a Merchant, Banker, or Shopkeeper, he is obliged, besides the Formalities before recited, and under the said Penalties, to deliver into the Judge's Office to whom the *Letters* are addressed, his Books and Accounts, of which he must take a Certificate from the Register, and also give a Copy of it to each of his Creditors, when the *Letters* are notified to them; but previous to this Deposit, he ought to shew them to his Creditors, that they may examine them if they please, and see whether the State of his Affairs delivered into the Office be a true one, and in all Respects conformable to his said Books and Accounts; but he is not obliged to make this Offer till the *Letters* are notified, as it is only from the Moment of their Notification, that his Failure is esteemed, known, or published, and that if he presented his Books before having obtained and published the protecting *Letters*, his Creditors, knowing thereby the bad State of his Circumstances, might Value themselves on that Discovery, to make him Prisoner, even whilst he was soliciting the Arret, which by this Means would be rendered unserviceable, as the Violence offered him in the Arret could not be repaired by it, for Want of its having a retroactive Effect.

4thly. To enjoy the Benefit of the Time granted by the *Letters*, the Debtor ought to notify them to his Creditors, and others concerned in his Failure, who live in the same Place with him, in eight Days from their Date, but to those residing at a Distance, to be counted from the eight, at one Day for every five Leagues; and, as was before observed, they only protect from the Suits of those to whom they are intimated; not that the Omission to notify them to some of the Creditors within the said eight Days renders them null and void, but because that in Regard to the Creditors neglected or forgotten, they are ineffectual till after their Notification; though the Vigilance which the other Creditors have used to preserve the Effects of their common Debtor, is nevertheless equally serviceable to those who are ignorant of the *Letters*, and to those who have acted either by Opposition, or otherwise endeavoured to preserve their Dues and make their Reasons valid.

The Design of the Arret's being notified in eight Days from its Date, is to afford the Creditors an Opportunity of deducing and offering their Reasons against it, if they have any; and that they may be admitted to make Proof of the Cheat, Fraud, and Knavery of their Debtor, if they suppose, and are capable of proving it; and it is not otherwise either reasonable or just, that he who has obtained the *Letters* should remain Master of the Time for notifying them, as he might greatly abuse that Liberty, either by absconding the best of his Effects, or making new Purchases, and then retiring with them into some foreign Part where his Creditors cannot reach him; and this he may easily do, if iniquitous enough to attempt it; as his Creditors not knowing that he was possessed of his Protection, and consequently not suspecting the bad State of his Affairs, would naturally take no Precaution to prevent either his Fraud or Flight.

5thly. A Merchant, after obtaining these *Letters*, is not at Liberty to pay any one Creditor in Preference to another; nor no longer Master, but a Depositary or Trustee, of his Effects, which ought to be divided equally among them, and they participate of the bad Fortune of their common Debtor, without procuring an indirect and particular Advantage to any one of them; as this Preference is not only unjust and odious, but, if discovered, renders the *Letters* unprofitable to him that has obtained them, by their becoming null, for his having acted so contradictorily to the Intent and Purpose of them.

And besides this Penalty so justly ordained against the Treachery of a Debtor, who, either through Inclination or Fear, so unequally treats his Creditors, to whom he owes an unbiassed Justice, and a Part of his remaining Effects proportionable to their Credits, the neglected or forgotten Creditors, and who have been only paid a Part, whilst others have received their whole Debts, have a Right, if they have sufficient Proofs, to demand a Drawback of as much as will be sufficient to

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putt them all on a Level, according to the common Contract which has been regulated and agreed between them and their Debtor; for as the Ordinance disposeth, that those Creditors who shall have received any Effects within a small Space before a Bankruptcy, shall be obliged to restore them to the Stock; there is a much stronger Reason for their doing so who have received them after a Failure is become known and publick.

6thly. The Letters always order the Judge to whom they are directed, that in proceeding to their Accomplishment, the Creditors being called, he give to the Grantee such Time as he shall deem reasonable for the Payment of his Debts; which however must not exceed five Years, except with the Consent of two Thirds of the Hypothecated Creditors; and in the mean Time the Letters grant him six Month's Delay to solicit their Accomplishment, during which Term the attempting his Person, or moveable Furniture serving his Use, is prohibited.

7thly. He cannot be excluded from obtaining the Arret under the Pretext of Renunciations, which he has or might make in past Acts and Contracts.

8thly. Those who have obtained Letters of Respite, &c. cannot value on them when they are accused of Bankruptcy, when they are actual Prisoners, or that the Seal is put on their Effects.

9thly. Second Letters of Respite, or Arrets, are never granted, at least without new and considerable Causes whereof he ought to make a Beginning with Testimonies and Proofs, as has been said before.

10thly. There are many Cases in which Letters of Respite, &c. are not to be obtained, viz. for Pensions, Aliments, Medicines, House-hire, Crops of Corn, Servant's Wages, Hire of Workmen and Journeymen, Balances of Guardians' Accounts, necessary and voluntary Deposits, Couzenage, Reparations, Damages and Interests adjudged in criminal Matters, Management of Publick Money, Bills of Exchange, Merchandizes seized at Marts, in Fairs, Markets, and publick Ports, Fresh-Water Fish, dry and salted, Securities judicial and extra-judicial, and of joint Bondsmen, Funeral Charges, Arrears of Ground-Rent, Obligations of Long Leases, Merchandizes and Effects bought of the *East-India Company*, or Things sold of Use to it.

11thly. It must be remarked, that from the Moment the aforesaid Letters are obtained and notified, the Grantee forfeits his Honour, and is thereby not only rendered incapable of aspiring to any Post, or publick Employ, but is disseized of them all from that Period, if he is then in Possession; and can only be restored to his lost Credit and Reputation by Letters of Rehabilitation, granted by the King, which places them in the same Condition with Regard to Honour, and Capacity of enjoying publick Employment, that they were in at the Time of their Misfortunes; but these have never been obtained, as has been before observed, till their whole Debts are paid, with Interest; and under these Circumstances they are sometimes, though rarely, granted to Bankrupts also.

What I have said concerning those trading People, who have obtained Letters of Respite, or general Protection, will suffice to shew how far, and on what Conditions they are valid; and I should now proceed to inform my Reader how those Bankruptcies and Failures are treated in *France*, who have not been able, either through Surprise or Neglect, to obtain the said Letters: But as the Wife's Fortune or Jointure is equally regarded under any of these Circumstances, I shall mention the Proceedings thereabout, prior to the others, as the Knowledge of that Circumstance makes a necessary Part of this Subject.

It is the Usage and Custom of some Places in that Kingdom, for Women on their Marriage with Men in Trade, to become Partners with their Husbands for one-third or half the Fortunes they bring; except it is otherwise agreed in the Marriage Articles, and the Wife thereby expressly renounces the said Use or Custom; and such Renunciations are registered, and published, by fixing it in Writing to the publick View, at the Place of the Consular Jurisdiction, if there be any there, if not, at the Town-House, under the Penalty of its being null, as it is valid only from the Day of its Registry and Publication; and that my Reader may judge of the Motives of the King's Ordinance enjoining this Circumstance, he may please to observe that in Consequence of the Copartnership, the Woman, on the Husband's

band's Failure, is obliged to come in as a Creditor in common with the others in this Manner, *viz.* Supposing she brought a Fortune of 4000 Livres, the Half is put into the joint Stock, and the other Moiety secured to her own Use, by Marriage Articles, but remaining in the Husband's Hands, and he failing, her 2000 Livres Stock sinks with his, and she comes in as a common Creditor, for the other 2000 Livres. On the contrary, a Woman renouncing the Copartnership in the Manner above recited, and bringing 4000 Livres Dowry, generally has in Lieu of the expected Profits from Trade, a Sum, suppose 10,000 Livres, joined to her Fortune, and settled on her by Marriage Contract; and in Case the Husband afterwards becomes a Bankrupt, she is entitled to an equal Share of his Effects, with all his other Creditors, proportionable to the said Sum, so that she is greatly benefited by her Renunciation, in Case the Husband proves unfortunate; but as the Publication of this Circumstance was not formerly made obligatory, many People, knowing the Custom of the Place, were drawn in to trust a Man who had married a rich Woman, with much more than they would have done, had they been acquainted with her Renunciation; as they conjectured she had greatly augmented his Stock, and consequently that their Credit was well founded, and a Compliance from the Debtor would be both punctual and sure; when, in Reality, the matrimonial Agreement was quite the Reverse, and a Change of Circumstances open to them the Fallacy of their Expectations, by exposing the little Foundations they had to support the Reason of what were only ideal and ill-grounded; and to avoid a Continuance of such Deceptions, the King published the afore-mentioned *Arret* in *March* 1673, so that not one now can be imposed on in this Matter except through Indolence, or wrong Information, but may take such Steps in their Dealings with Traders under either of the afore said Circumstances, as they shall deem prudent, and not run any unwarrantable Lengths in their Credit, through a mistaken Notion of a larger Fund for Payment than there truly is; and thus much I thought proper to mention on this Subject before I treated on the *French* Laws concerning *Bankruptcy* and *Failures*, where protecting Letters have not been obtained, which I shall now go through with as much Brevity as the Nature of the Thing will admit of.

It has been remarked, in a preceding Part of this Chapter, that from the Moment Letters of Respite, &c. are obtained and notified, the Grantee is deemed to have failed; and those, whose unexpected Misfortunes have too suddenly reached them to leave Room for procuring such a Safeguard, and obliged them to abscond, their so doing, and the consequent sealing up of their Effects, by Order from the Judge, who has been petitioned so to do by some Creditor, is esteemed a Declaration of their Stopping, or Failing; and as there is a Distinction made in all the King's Ordinances, before remarked, between the Man who has by a Chain of unhappy Events been reduced to these Distresses, and he who has brought them on himself through Debauchery or Design, I shall mention the Laws in Force, in Regard both to the one and the other, and begin with those concerning the innocently unfortunate first, in whose Favour an Ordinance was made at *Paris*, the 12th of *March*, 1678, in the following Words, *viz.*

*By Order of the King.*

**M**ONSIEUR the Provost of *Paris*, or Monsieur the Lieutenant Civil, upon what has been presented to us, by the King's Attorney, that it has for some Months past been perceived, by the Requests that have been presented us, that many Merchants, Bankers, and other Traders, have been obliged to retire from this City, and to abandon their Effects and Families, and have determined to know the true Causes of their Retreat, and examine whether it might be presumed, that the Knavery and Design of committing fraudulent Bankruptcies had made them take that Resolution, it has been found, that it has been more through ill Luck than Knavery; and that many foreign Bankers and Merchants, who have failed and broke, have carried away, and diverted large Sums, which were owing to the Bankers and Merchants of this and other Cities of the Realm, which has reduced and put them in a Condition, not to have ready Money sufficient to

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acquit the Bills of Exchange, daily falling due, although they have more, or as much in Effects, as in Debts: And as it is just, severely to punish fraudulent Bankruptcies, according to the Rigour of the Ordinances, it is not less so to hinder that Merchants and Bankers who have trusted their Money with Strangers, under the good Faith or Credit of Trade, should not be treated in the same Manner as if they had committed a Cheat; and that their precipitated Absence to avoid a Prison, and the consequent Charges hindering their Return to Trade, and Re-establishment of their Credit, require that some Provision be made in it. And we, having Regard to the Request of the King's Attorney, do ordain, that all Merchants, Traders, Bankers, and others, concerned in Commerce, who, without Fraud, find themselves in a Condition unable to discharge their Debts, whether for Bills of Exchange or otherwise, by Reason of the Losses they have met with, may appear before us by Petition, to which they shall tack Duplicates of two Accounts, which they shall sign and affirm to be true; the one of the Value of their Effects, and the other of their Debts; in Virtue of the Ordinance which shall be put at the Bottom of the Petition, they shall summon all their Creditors the following Day to appear before us, to agree among themselves, or two Merchants, or other Persons they know, who shall examine the Accounts, and make a summary Inventory, and value and appraise their Effects, in an amicable Manner; and to agree together on the Terms and Times of Payments, and Remittances if any are made, and sell the said Effects in a friendly Way, if possible; and after having heard the Merchants which shall have been named, proceed to the Confirmation of the Contract, which shall have been passed, in all Things appertaining to it, the Whole without Expence or Application of the Seal, though without Prejudice to the Creditors, who shall become Accusers of a fraudulent Bankruptcy, and to the King's Attorney to prosecute extraordinarily, and demand the Sealing of the Effects of those who shall have absented themselves, or become Bankrupts, embezzled, hid, and concealed their Effects in Prejudice to their Creditors, upon which Petition let Justice be done. And the present Ordinance shall be read, published, and affixed, where Need shall be, &c.

And in Consequence of this Ordinance, a Merchant who finds himself in the unhappy Situation it treats of, and, to avoid the Violence which some of his Creditors may offer him, has absconded, if prudently advised, will by some Friend solicit a safe Conduct from them for fifteen Days, or a Month, that he may appear and render an Account of his Actions; and after having obtained it from the greatest Part, if there is any one who refuses to sign it, he ought, before discovering himself, to petition the Judge and Consuls, or other Royal Judges, or even the Parliament; and it would be still better, in order to evitate all Tricks and Shifts, to solicit the Confirmation with those who have signed, and a Permission to summon the Refusers for to decree and ordain, that it shall be allowed by them, and in the mean Time they shall be prohibited attempting his Person or Effects; upon which Petition a Sentence or Arret will be given, granting his Demands; the which being carried to the Registry, it ought to be noted to the dissenting Creditors as soon as possible.

If all the Creditors are not resident in the same Place with him, by several of them in other Towns of the Realm, he must write them to come, or send their Procuration to some one of their Friends to attend the Assemblies of the Creditors who are present, that they may have no Reason to complain of him. The second Thing this unfortunate Trader ought to do on his Return Home, if he has the Seal put on his Goods and Effects, is to request the taking it off in an amicable Manner; but if this is refused, it must be ordained by the Authority of Justice. And the third Thing is, that from the Moment he receives his Books again, he must make out a general State of all his Effects, as well what he owes as what is due to him, to deliver to his Creditors, when they assemble to examine his Affairs; and this is in Conformity with the second Article of the Eleventh Title of the Ordinance in 1673.

Having drawn out his Accounts in the most exact Manner, he must put the following Certificate at the Bottom of them, *viz.*

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*I The underwritten do certify to all whom it may concern, that the State here above of all my Effects, as well Debtor as Creditor, contains the Truth; and that I have not omitted any Thing, or made Use of any Persons, or Names in it, that are not my true and lawful Creditors; in Faith of which I have signed the Present, the 29th of May, 1750.*

And it is not sufficient that he has drawn out this State, but he must also strike a Balance for the greater Ease of his Creditors, that they may see with a Cast of an Eye the Truth of his Affairs, and what they have to expect; and he must likewise put underneath the said State, an Account of all the Losses that have happened to him, whether by Shipping, Bankruptcies, or otherwise, the Interests that he has paid, and his House Expences, that he may justify his Conduct to his Creditors, in Case he has not Effects sufficient to pay them their whole Due, that they may have nothing to reproach him with.

When he is ready to render this Account to his Creditors, of his Conduct and their Estate, he must convoke an Assembly of them, by Summons sent in Writing to each of them, and being all met, his Behaviour to them ought to be free from Affectation, either of too great Dejection or Arrogance, but with such Concern and Humility as a just Reflection of his Circumstances will naturally excite; and although some of them should so far degenerate from Reason and good Manners as to be abusive and slanderous in their Treatment of him, it ought not to exasperate him to make correspondent Returns; but command his Passion, by reflecting that it is not every one has Philosophy enough to bear Losses with Temper and Equality of Mind; and it is probable what they suffer by him, though he could not help it, may reduce them to the same Condition with himself; therefore Allowances ought to be made, and no injurious Language returned from the unhappy Sufferer, though such a Shock is certainly not the least of his Misfortunes; however, he ought to submit without murmuring; and, together with the State of his Affairs, he ought to deliver the Creditors his Books, that they may compare the one with the other; but in Case no one will take them under his Care, the Insolvent may then deliver them into the Registry, as was before ordered to be done, by those who had procured Letters of Respite, &c.

At the first Meeting of the Creditors there is seldom much done, the greatest Part of the Time being generally employed in Complaints and Injuries against the Failed; and, at most, Directors or Assignees are chosen to take Care of the common Interest of the Creditors, to see and examine the Books and Papers of the Debtor, and to fix the Days of Meeting to consult about the Affair.

It is to be remarked, that while this is transacting, each Creditor in particular endeavours, as much as he can, to get himself paid the full of his Debt; the Engagement in which he stands with his Debtor, renders him ingenious and fertile in Inventions to incline him to consent to his Demand; one by threatening to prosecute him as a fraudulent Bankrupt, and asserting that it will not be difficult to bring Proof of his Knavery; another menaces him with his Determination of hindering his Composition by his Influence and Interest; whilst a third flatters and caresses him, laments his Misfortunes, and affecting a Generosity, offers him his Purse, protests never to forsake him, that he may depend on his using all his Industry and Power to facilitate his Accommodation, that it is unreasonable he should be deposed of all his Effects, and heartily pities both him and his Family; in fine, he makes Use of every soft and coaxing Expression which he thinks may influence his Debtor, and incline him to distinguish this Flatterer from the Rest of his Creditors, by satisfying him at their Expence. But if unable to prevail, and the Lamb's Skin has been of no Service to him, he quickly puts on the Lion's, and there are no Sorts of Threats or Injuries he leaves unused to the unhappy Debtor, who, combated by Hopes and Fears, sometimes falls into the Snares laid for him, and quits those just Rules of putting all his Creditors on the same Footing, and by so doing, completes his own Ruin; for the Fawnings and Menaces of Creditors can in no Shape operate to the Prejudice of an honest Bankrupt, who has punctually

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punctually rendered an exact Account of his Conduct and Affairs as the Law directs.

But having hitherto only mentioned the Duty of the Debtor, I shall proceed to hint the Obligation of the Creditors; and the first Step they ought to take when assembled about their common Affairs, is to elect some among them for Assignees by the Plurality of Votes, who are Men of Probity and Capacity, to see and examine the State of their Debtor's Affairs, and to make their Report about them; and that they may proceed with the greater Order and Regularity, if the Failure is very considerable, it is advisable that they chuse a Notary to receive the Acts of the Creditors' Deliberations, and for this it is necessary to assign the Place, and Days of their Meeting, that no one may pretend Ignorance; and for the Security of those elected, the Act of their Nomination ought to be approved and confirmed by the consular Jurisdiction, if there is one, or in the Royal, or in the Parliaments if there is any in the Town or City where the Failure has happened.

The Power which the Creditors ordinarily gave to the Assignees, is

1st, To proceed in taking off the Seal, if it has been put on.

2d, To describe and inventory all the Debtor's Effects, as well active as passive, which shall be found belonging to him; and also his Books, Letters, and other Papers and Instructions which can serve to the Eclaircissement of his Affairs.

3dly, To see and examine the State which he shall have given in, in his Books and Accounts, and whether they have been regularly kept according to the Ordinance.

4thly, To sell the Merchandize and Household Goods of the Bankrupt, and pay the Money into the Hands of the Notary that shall have been chosen, or to any other that the Creditors shall direct.

5thly, To recover all the Debts, and to undertake all the necessary Proceedings towards it.

6thly, To examine the Transactions, Contracts of Composition, Bonds, Promissory Notes, Bills of Exchange, and other Proofs of those who pretend themselves Creditors of the Failed: From all which Things to make a good and faithful Report to the general Assembly of Creditors, which shall meet for that Intent.

And the Assignees of a Failure ought to observe the following Maxims:

1st, They ought never to abuse the Authority given them by the Creditors, in favouring the Bankrupt to their Prejudice, from a Motive of private Interest, as this would be wanting in that Honesty which ought religiously to be observed by those who are charged with the Management of joint Affairs.

2dly, As it often happens that the Creditors of a Bankrupt are not all Inhabitants of the Town of his Residence, but of several others in the Kingdom, who desire their Friends to assist at the Assemblies, only to see what passes, without a Power of engaging them in the Resolutions of the Creditors: This Maxim ought to be observed; *never to admit any one to their Meetings who are not Bearers of special Powers, for Consent; and agreeing to all that shall be deliberated and done by Plurality of Votes; though this Plurality is not to be counted by the Number of Persons, but the Import of their Debts; or in other Words, not by Number but Value, and the Creditors to whom three Fourths of the whole is owing, shall decide this and every other controverted Affair.*

3dly, The Assignees having got their Power authorised in the accustomed Manner, ought in the first Place to take with the Commissary a Copy of all the Opponents to what is sealed of the Failure, and to make them assign a certain Day and Hour in his House, for to come and see, and consent to the taking it off; and whereas in these Meetings, each Opponent has his Attorney, so that sometimes there may be thirty of them, it ought to be settled and ordained, that the ancientest shall plead for all the Opponents, in Order to evitate the great Expences that would otherwise occur, from each Opponent's having one to plead for him.

4thly, If, on inventorying, any Creditor claims the Merchandize that he should have sold to the Debtor he must give a Description of it, as well in Respect to the Quality, as of the Quantity and Colours, whether both Ends are uncut, and the

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Lead untouched whereon is imprinted the Mark and Tickett on which is wrote the Name of the Reclaimant, and which gives him a Right to the pretended Return; this being the Custom always practised and observed on such Occasions, in Order to prevent unhappy Conteſts, which might ruin both the Debtor and Creditor in Expences.

5thly, The Inventory and Deſcription of the Merchandizes, Houſehold Goods, and Papers appertaining to the Failed being made, the Aſſignees ought diligently to ſee and examine the Books and Entries of the Bankrupt, in Order to find out whether the State which he has given in be conformable to them, before they proceed to the Sale; and they ſhould make a Calculation as near as poſſible of the Value of his Effects, which they ſhould report to the Creditors at the next Aſſembly, that it may there be diſcuſſed, whether it will be moſt for their Intereſt to put the Effects into the Debtor's Hands, under proper Clauſes and Conditions, or to diſpoſe of them entirely, and part their Produce among them.

6thly, But before they proceed to the ſaid Deliberation, the Debtor ought to juſtify his Conduct to them, and clearly prove how his Loſſes have ariſen; as it would be imprudent to truſt a Man with the Management of their Affairs, by returning him his Goods, of whoſe Integrity they ſhould have the leaſt Suſpicion.

7thly, After having examined the Conduct of the Debtor, they ought alſo ſtrictly to ſcrutinize the Pretenſions of every Creditor, to ſee that their Demands are juſt, as on theſe occaſions Tricks and Cheats are too frequent.

8thly, In examining the Books and Papers, the Aſſignees ſhould carefully remark, whether the Bankrupt has not made any illegal Sales or Ceſſions of his Effects; which becomes ſo, if they are not tranſacted at leaſt ten Days before the Failure is publickly known, and all Agreements or Conveyances whatſoever, made or done within theſe Limits, become null and void by all the King's Ordinances; although all the Acts and Obligations of them are paſt before a Notary Publick, and the Effects ſhall return again to the Stock, and be divided with it among his Creditors.

9thly, After the Aſſignees have exactly performed all Things before-mentioned, and made the neceſſary Remarks upon the Vouchers and Evidences concerning the Debt of each Creditor, they ought to draw out an exact Balance of all the Effects, in Order to give the Creditors an Inſight into the Debtor's Affairs, and thereby make them capable of judging how to act moſt for their mutual Benefit, and to determine whether it would be moſt advantageous for them to return him all, and wait a reaſonable Time for the Recovery of their entire Dues, or to adjust the Payment with a certain Loſs, or to ſell all and divide the Produce.

And the preſenting the ſaid Balance to the Aſſembly, which the Aſſignees ſhall convoke for that Purpoſe, ought to be done by the moſt capable among them for explaining it; and he ought to be ſo circumſpect in his Behaviour on the Occaſion, as to give no Offence by exclaiming againſt either the Bankrupt or any of the Creditors, for either real or imaginary Offences, as this is contrary to the Rules both of Prudence and good Manners; for theſe Complaints ſhould only be made to the ſuppoſed Offenders by themſelves, and not in a general Aſſembly, it being ſcandalous and may move the Paſſions of ſome, who may not have all the Honesty and Civility that could be wiſhed, to be influenced by the Outcry and unreaſonable Violence, to turn the Meeting into a Crowd and Rout, and fruſtrate the Deſign of their aſſembling, by diſperſing them with Noiſe without coming to any Reſolution.

If it is judged neceſſary by a Majority of the Creditors to appoint ſome one to recover Debts that may appear to be in Danger, it is lawful for them to do it provisionally, notwithſtanding any Oppoſition or Appeal by the fewer Number; and it is equally conformable to the King's Ordinances, to pay off any Mortgage or Rent-Charge, as theſe carry Intereſt, with the ready Money that ſhall be found in Caſh, although the Minority ſhould be againſt it; and this Minority is always to be underſtood not to exceed one Fourth Part of the Creditors in Value, ſo that when three Fourths of them conſent to any thing, the Oppoſition of the one Fourth is not to be regarded.

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What has been said hitherto, only regards the Person who breaks through adventitious Losses and Misfortunes, and who consequently merits the charitable Attention of his Creditors; and I proceed to speak of the Treatment that the fraudulent *French* Bankrupt has to expect from the Laws of his Country, and every one unhappily concerned with him.

The Bankrupt, who becomes so with the premeditated Intention to cheat, and unjustly rise up with the Effects of those who have trusted him, deserves not only the Aversion of all his Creditors, but of the Publick, and merits an exemplary Punishment; a fraudulent Bankrupt being worse and more infamous than a Highway Robber, as Travellers generally go provided to defend themselves from these latter, though it is not so easy to guard against an Attack from the malicious Designs of ill-intentioned Men.

The fraudulent Bankrupts are *those* who embezzle and convey away their Effects to feigned Creditors, that by their Means they may bring their real ones to greater Concessions, and benefit themselves by the Sums thus iniquitously obtained; *those* who put their Effects under Cover of fictitious Names, by false Sales of their Estates or Goods, and by pretended Cessions, or Conveyances of them; in fine, *those* who destroy or hide their Books, Records, Papers, or Documents, to hinder an Account of their Effects from coming to the Knowledge of their Creditors, must also be reputed and counted among the Number of fraudulent Bankrupts.

There is nothing so pernicious or dangerous to the State and Publick, as fraudulent Bankrupts; for which Reason, a Punishment sufficiently severe, and adequate to the Crime, is hardly yet discovered; notwithstanding there are many Ordinances subsisting, which decree exemplary Chastisements to those who maliciously, and in Fraud of their Creditors, become Bankrupts, though till the Time of *Henry IV.* this Crime was not punishable with Death; but the Frequency of it in that Prince's Reign, induced him to change the more lenitive Laws of his Predecessors, into the severe one now mentioned.

#### *Of Bankruptcy in Holland.*

EXPERIENCE daily demonstrates that it is in Places of the greatest Commerce that Failures and Bankruptcies most frequently happen; and the Reason is not difficult to be discovered, as it is clear that among a great Number of Merchants, it would be a Sort of Miracle if all of them were equally successful in their Enterprizes; if it were otherwise, to commence Merchant, and lay a Foundation for Riches and Prosperity, would be the same Thing. But God has so disposed the Affairs of this World, that we often see one Merchant ruined and undone by the same Trade which has enriched another; and on the contrary, that Traffick which has been productive of great Wealth to some, has proved ruinous and destructive to the Estates and Fortunes of others. But not to dwell on these Reflections, I shall mention the Distinction made here between two Sorts of Bankruptcies, Failures, or Breakings, which are three synonymous Words, and though they frequently express the same Thing, the one however is more soft, and less heavy or burthensome than the other; for the Name of a Bankrupt is opprobrious and odious to all honest Men, and is only applied to those who become so to enrich themselves at their Creditors' Expence, or those who give Room to suspect the Honesty of their Intentions, when they stop lightly, or for trivial Causes; instead of its being only said that such a one has been unfortunate, or had the Misfortune to break, when it is seen that he is reduced by insupportable Losses, which every honest Man is exposed to, by a great Number of unforeseen Accidents; but if he designs always to continue his Integrity, and not wound his Conscience in detaining for himself his remanent Effects, which are justly his Creditors', he will make no Difficulty to deliver them up his Books, to communicate to them the true State of his Affairs, and to commit himself to their Mercy and Discretion.

So that in my Opinion the Chamber of the desolate Funds, called in *Dutch*, *de Kamer van de desolate Boedels*, which we have in this City, *Amsterdam*, was not established for this last Sort of Persons, but with the sole View to prevent the

Knavery of those who in Breaking would detain to themselves the greatest Part of the Effects they possess, and frustrate their Creditors' Endeavours to secure them; for when an honest Man has the Misfortune to fail, he makes no Difficulty of declaring it to his Creditors, and frankly to communicate the State of his Circumstances and Effects; and if his Creditors find that the Losses and Disasters which he alledges to have been the Occasion of his Stopping are true, and that his Integrity stands unimpeached, they frequently agree on Terms settled among themselves, leaving him something wherewith to endeavour his Re-establishment; but if it happens that any of the Creditors refuse to sign this Agreement, he is obliged to declare his Affairs at the Chamber afore-mentioned, which, after the Formalities in the following Ordinance, will oblige the Refusants to subscribe the Agreement, if it has been settled between the Insolvent and two Thirds of the Creditors for three Quarters of the Debt, or three Quarters of the Creditors for two Thirds of the Debt, as will be seen in the subsequent Ordinance.

*Instructions and Orders for the Commissioners of the desolated or ruined Estates.*

**T**HE States of Holland and West-Frisie make known, that it has been remonstrated to us by the Burgo-masters and Regents of the City of *Amsterdam*, that they thought proper, some Years ago, to establish in the said City a Chamber for the desolate Estates, under certain Regulations, as was then convenient; that they, the Remonstrants, having seen such abundant Fruits and good Effects, that they were in the Design, not only to continue it, but were desirous also to provide for it by a more particular and ample Ordinance, drawn up on a Plan which the Commissioners of the said Chamber have made, and which they have found to be advantageous and necessary, by the Experience they have had, according to the Terms of the Copy which has been delivered us, and hereafter inserted; that to the End so good a Work might have a greater Force and Virtue, the Remonstrants have prayed, that we would be pleased to give our Approbation and Grant, in the best and most ample Form, containing the said Instructions and Order as follow:

I.

In the first Place, there shall be yearly appointed, on the 4th of *February*, by the Lord Justices, five fit Persons, for the Direction of the Chamber, of which two shall be taken from among the old *Echivens*, which I think may be translated *Aldermen*, and the others to be expert in Trade.

II.

Of these Commissioners there shall be at least two continued for three successive Years, but not for any longer Time; and touching the Election and Continuation of others, it shall be done as is customary in the other Banks and Chambers directed by Commissioners.

III.

The said Commissioners shall assemble daily to attend all the Affairs which may happen in Relation to the insolvent Funds or Estates.

IV.

When there are any insolvent Estates in the said City, or its Jurisdiction, either by Death, or Failure of some Person, and that it shall have come to the Knowledge of the said Commissioners, they shall immediately go with their Secretary, who shall be ordered thereto, and in their Presence, or others appointed thereto, exactly inventory all the Effects, and put them in good and safe Custody, to the Creditors' greater Advantage, and as they judge they ought to be; they shall also secure, without Delay, the Books and Papers appertaining to the said Estates.

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## V.

The Effects being so inventoried and secured, with the Books and Papers, they shall give Order, that two or more Persons be appointed Trustees of the said Funds, who by Letters or Express, if it is necessary, shall endeavour to secure all the Estates, Effects, and Debts, belonging to the said Funds, whether within or without the Jurisdiction of that City, or of this Country.

## VI.

This being done, there shall be let pass at least six Weeks, or more, at the Discretion of the Commissioners, without proceeding to the Sale of any of the Effects; but the same Time shall be left to the insolvent Person, or to the Relations of the deceased, to the End that in the said Space, they may find some Method to settle with the Creditors; nevertheless the said Trustees shall be using their Endeavours during that Time to recover whatsoever is due to the Insolvent, and to procure and promote the Creditors' Advantage.

## VII.

And to the End that in such Compositions every Thing be done in Order, all Merchants or others who have already failed, or become insolvent, or that shall hereafter fail or become insolvent, and their Heirs, may convoke or summon all their Creditors before the Chamber of the defolate Funds, by Citation of Bills fixed up, or by Letters of Advice to those who live without the District of this City; and that in Preference of the said Commissioners, or the greatest Part of them, they may, after a sincere Opening and Declaration of the State and Condition of their Stock, as also a true State of their Debts and Dues, undertake and draw up a Commission or Agreement, for the Payment of what they owe, totally, or in Part, in ready Money, or in such a Time, giving Security, as they are able, and that the Parties shall think reasonable.

## VIII.

And the Minority of the Creditors shall be obliged to follow and conform themselves to the Majority; the which shall be three Quarters of the Creditors for two Thirds of the Debt, or two Thirds of the Creditors for three Quarters of the Debt.

## IX.

But those who have Securities or Pledges, shall not be admitted to the Agreement; but only those who have been Securities, who alone shall have a personal Action for their Indemnity, and the same Right, and of the same Nature with personal Creditors.

## X.

All those who pretend to be Creditors of an insolvent Estate, shall also be obliged to justify their Debts before the Commissioners of the defolate Funds, who in Case of Dispute shall determine it, whether the Failed has agreed or not.

## XI.

No Agreement begun between the Failed, or anyone on his Part, and the Creditors shall be made nor concluded, but with the said Commissioners' Consent.

## XII.

The Agreement between the Insolvents, or their Heirs, on the one Part, and their Creditors on the other, being made under sufficient Security, and signed by the

the Creditors, or the greatest Part of them; the Parties agreed, and their Effects, shall be discharged from the said Chamber, and restored to their former Liberty, to trade, receive, and pay, in the same Manner as before their Failure, after paying the said Commissioners all the Expences occasioned on Account of their said Affairs, at their Discretion; so that in the mean Time they shall not satisfy any one of their Creditors to the Prejudice of the others, under Penalty of forfeiting the said Agreement.

## XIII.

And the Failed and his Securities shall be obliged to furnish and put into the said Commissioners' Hands, as soon as the Agreement shall have been passed as aforesaid, on the Day and on the Terms therein contained, for the Security and Advantage of the Creditors, the Sums they shall have promised, *pro rata*, of what they owe, to the End that the said Creditors may receive their Sum from the said Commissioners when they shall come to sign the Agreement.

## XIV.

Nevertheless, if it is found that the Insolvent or his Heirs have acted knavishly and fraudulently, in, or after making the Composition, either by having hid his Books, Letters, or Papers, removed their Effects, Merchandises, or Debts, conveying them away to defraud their Creditors; or that they have underhand agreed with some one of the Creditors on other Conditions: Such shall not only have their Agreement set aside, but shall be corrected and punished according as the Case requires.

## XV.

And those who shall pretend to be, and make themselves pass for Creditors, without being so, by an Understanding with the Insolvents, or from their own Motive, against their Knowledge, or that demand a greater Sum than their Due, in order to wrong the Creditors, and Benefit the Insolvent, they shall be punished as Cheats, and besides be condemned to pay, as their own Debt, all the Creditors.

## XVI.

The aforesaid Time of six Weeks, or more, at the Commissioners' Discretion, being past, without their having been able to mediate an Agreement, the Trustees shall proceed directly to the Sale of the Effects, as well moveable as immoveable, as also the Stocks and Credits, provided that the Immoveables are not sold without the Consent of the Echevins, and between the 1st of November, and the 2d of February, *dans les douze Nuits*. But the Merchandizes, Furniture, and other Effects, may be sold publicly, and at Auction, at the Discretion of the said Commissioners, without Prejudice to the Rights of the Secretaries and Keeper. But in Case there should be among the Effects some Merchandize, which it should be thought proper to keep for some Time unsold, either upon Account of an apparent Rise or Price, or for some other Reason alleged by the Trustees to the Commissioners, then the Sale of the said Merchandize, may be retarded for some Time, but not otherwise.

## XVII.

All this being performed, the Commissioners shall appoint a Day for their Sitting on the Acts of Preference and Concurrence, by which Day all the known Creditors inhabiting this City shall be summoned by the usual Citation, those Abroad by Letters of Advice, and the unknown by Bills fixed up; with a convenient Interval of Time, to the End that on the said Day they may come to give in their Names and their Acts of Pretension, whether they be for a Preference or Concurrence.

## XVIII.

The fixed Day being come, the Commissioners shall first proceed to examine the Debt, and the Preference of every one of the Creditors present, who shall endeavour to agree on this Subject: If this cannot be done, the Creditors, who cannot agree together, shall each be ordered to deliver into the Commissioners' Hands, in the Space of fourteen Days, according to the State of Affairs, a distinct Demand, with the necessary Pieces and Documents properly inventoried, on Penalty, that if, in the aforesaid Time, any one shall be found that has not furnished the said Demand, he shall be held and regarded as desisting from his Pretension, and Right shall only be made on the Demand, and on the Evidences delivered by the other Pretenders: Those also, who in the said fourteen Days have furnished their Instruments and Proofs, may demand, in other fourteen Days after, a Copy of the Pretensions and Deeds of every one of those who have produced them, to the End that in other fourteen Days following, they may write to debate and contradict, without allowing any longer Time for it; but after the said Time of twice fourteen Days, the Thing shall be held to be in a Condition to be judged, and the Commissioners shall decree upon the Instruments which shall be till then delivered.

## XIX.

The Preference being regulated and determined, those who think themselves aggrieved thereby, may appeal in ten Days after the Publication, or after they have had Knowledge of it, to the *Ejfebevis*, in Conformity with the thirteenth Article of the eighteenth Chapter of the Ordinance, and the Instruments shall remain in the Secretary's Hands until the said Time is past, or till the Appeal is pronounced; so that the Impetrant, or Petitioner, must, after having received Appointment from the Auditor, dispose so, that they be put, all perfect and concluded, in ten Days after the Demand, into the *Ejfebevis*'s Hand, to be adjudged *ex ijsdem actis* A BENE VEL MALE, under Penalty of a Nonfuit, or dropping the Appeal; and the Sentence of the *Ejfebevis* shall be provisionally executed, without Diminution, and without Prejudice of more ample Pleadings.

## XX.

The Commissioners shall afterwards proceed to a Repartition, without attending that all the Money be fallen due or come in; but those who are to be preferred to others shall be admitted, in Order to receive their Debt, on giving an Acquittance and Security, or else on receiving it from the Hands of the Commissioners, according to the State of the Affairs of the Effects; and the remaining Money shall be distributed and paid to the other Creditors *pro rata*, under a parallel Security, which shall be given in the Secretary's Office. Nevertheless the Creditors, who in Right, as shall be found in the Sequel, ought to be first, as also those who have not been able to learn the Settling of the Preference and Concurrence soon enough, may demand a fresh Day to appear in, to the End that they may be heard, at their Expense, on the Preference and Concurrence.

## XXI.

If a Tenant of any House he inhabits, happens to fail between the Month of May and the first of December, in this Case the Proprietor, or he that let the House, shall retake it for the Years the Lease has yet to run, and so discharge the Estate; so that he shall only have the Right of Preference upon the Effects which shall be found in Kind in the House, for the Hire of the current and preceding Year, and for no longer; and for what might be due to him before that Time, he shall equally concur with the other Creditors.

## XXII.

But the Failure happening between the first of *December* and the Month of *May* following, the Rent shall remain for Account of the desolate Funds for a Year, commencing from the Month of *May*, except the Proprietor shall think proper to retake upon him the said House for the said Year.

## XXIII.

And as the Advantage of the Creditors consists in having the Affairs of an Estate soon finished, and that honest Men may have their own the soonest possible, the Creditors that would prove their Debts, or that would reclaim some Effects from the Estate as their Property, shall henceforth proceed in the first Instance before the said Commissioners in the following Forms against the Trustees, who in this Case shall be Defendants, and who on the contrary shall proceed as Plaintiffs against those who shall be found to be Debtors, or responsible to the Estate.

## XXIV.

The Creditors who would prove their Debts, and all others reclaiming any Effects of the Estate, as their own, shall be obliged to enter their Action against the Trustees in the Time, or at latest before the Sitting for the Preference and Concurrence, and before the Sale and Removal of the said Effects; and to this End they shall appoint the Trustees three Days before by sending them their Demands with the Citation, as also a Copy of all the Instruments and Papers of which they intend to make Use; and in Case the Plaintiffs do not appear on the Day appointed, they shall be nonsuited, and the Instance discharged with Condemnation of Charges, which the Plaintiffs shall pay before they can make a new Instance.

## XXV.

But if any one has arrested the Effects, which he maintains to be his, he shall be obliged to cite the Trustee within the third Day of the Arrest, and to establish his action under Penalty of a nonsuit.

## XXVI.

The Trustees being cited or appointed as before, and not appearing, there shall be Default against them; and on having a second Citation, and not appearing, the Commissioners shall judge upon the Demands and Papers of the Party appearing alone, and those summoned shall be condemned to the Expence of the Process, *propter contumaciam*.

## XXVII.

The Parties summoned appearing, the Cause must be pleaded and determined forthwith, without giving or taking a Day to reply, except some strong Reasons induce the Commissioners to permit it.

## XXVIII.

If the Trustees summon any one in the Manner aforesaid, and afterwards they do not appear themselves, they shall be nonsuited, with the same Advantages to the person summoned as is before mentioned; and in this Case the Trustees shall be obliged to pay the Expence out of their own Pockets.

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## XXIX.

But the Parties summoned not appearing, the first Default shall be granted, with a second Citation for the Week following, and on Non-appearance the second Time, the Citation being duly made, a second Default shall be granted, with a provisional Assignment, and a third Citation to see to change the Assignment into a definitive Condemnation, or to establish a Right in some other Manner.

## XXX.

But if the Parties summoned appear, they may conclude and finish their Cause in Pleading, or take a Day in the following Week, on which Day the Cause coming again to be considered, it must of Necessity be then determined and concluded, if the Commissioners have not Reason to order otherwise.

## XXXI.

The Trustees having arrested any Person or Effects, shall be obliged, at the Instance of the arrested or interested Person, to bring the Prosecution in three Days before the Commissioners, to make their Demand and join Issue; upon which, the Person arrested or interested must answer, or that he takes a Day to do it, without derogating from the provisional Determination, under Security, if the Thing is found to be so disposed; but the Person arrested or interested, not making any Prosecution, the Arrest shall be brought back and prosecuted the next *Verscheur*, according to Custom.

## XXXII.

The Cause being prepared and pleaded, the Commissioners shall dispose of the Provision, or Principal, according to the State wherein it is found, and if either the one or the other Party will appeal, the Cause shall be carried and prosecuted before the *Echevins*, on the *Rolle Privilegié*, privileged List or Catalogue, who shall determine it, and the Execution shall be done by Provision, without Prejudice of more particular Pleadings.

## XXXIII.

The Creditors of any insolvent Funds, being discontented with the Proceedings and bad Management of the Trustees, may make their Complaints to the said Commissioners, who shall cite the Trustees, hear them, and settle Affairs; proceeding according to the Exigency of the Case.

## XXXIV.

The Persons whom the said Commissioners shall establish Trustees of the insolvent Estates, shall be obliged to give them sufficient Security for all their Administration, at the Discretion of the said Commissioners, that they may have Recourse against the Securities, in Case of any Misdemeanor of the Trustees, unless these latter were elected from among the Creditors.

## XXXV.

The Trustees, or Assignees from among the Creditors, having received any Money belonging to the Estate, must not keep it with them, but shall immediately deliver it to the said Commissioners.

## XXXVI.



## XXXVI.

And those who shall be called or advertised, shall be obliged to appear not only at the End of their Administration, but at all Times, before the said Commissioners, to give in their Accounts and Proofs; and being called for this Purpose, they shall be obliged to appear on the first Order, on Pain of three Guilders Mulct if they have a second Summons, and of six Guilders at the third; and if notwithstanding they fail to appear, and do not give in any Account, they shall be called a fourth Time on Penalty of Imprisonment, after that the said Commissioners have communicated it to the *Efsbevins*.

## XXXVII.

And at the End of the Trustees' Administration, when the Commissioners shall discharge them from their Trusteeship, they shall grant them what they think proper for their Trouble.

## XXXVIII.

Any one of this City or its Jurisdiction, being desirous to make a Cession of his Effects, the said Commissioners shall provisionally put them in Security, under the Care of the Persons whom they shall establish for that Purpose, as soon as the Letters of Cession shall have been delivered to the Creditors, and they shall have enquired about the Validity of the Cession, to the End that they may give Advice to the *Efsbevins*.

## XXXIX.

And to prevent as much as is possible, all the Abuses and bad Practices which are daily perpetrated by many Persons, in the Petition and Solicitation of the Letters of the Burgo-Masters of this City, to the noble, high, and mighty Lords the States of *Holland*, to obtain the *Safety of the Body*, and the Continuation of it; the said Commissioners shall make an exact information of the State and Condition of the Premises, to let the Burgo-Masters know it, and to serve them for Information and Advice.

## XL.

Any one being summoned, he shall be obliged to appear before the Commissioners, and in Default shall pay six Stivers Mulct for the first Time, twelve Stivers for the second, and twenty-four Stivers for the third; after which the said Commissioners shall acquaint the *Efsbevins* with it, and send to fetch the Persons by one of their Substitutes.

The Remainder of this Ordonnance relates only to the Government of the Clerks and Trustees belonging to the said Chamber, and is immaterial to this Discourse. The Laws concerning Bankrupts being but few, and generally ill observed in other Countries, I shall not enlarge on this Subject.

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OF THE

# GENERAL COMMERCE

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## WORLD.

THE Commerce of the Ancients was at first carried on by Barter, which still subsists even in several Parts, though of the most uncultivated ones, of *Europe*; as in *Siberia*, and the *Danish* and *Muscovite Laplands*; and it was but in the last Century, that the *English*, *French*, and *Dutch* Traders first carried their Merchandize to *Archangel*, and there trucked them with the *Russians*, for the Products of that vast Empire. Many Nations on the Coast of *Africa*, almost all of *America*, and some of *Asia*, have preserved this Method of giving what is superfluous to them, for that which they have not, or at least not in Plenty.

It is not precisely known when Commerce commenced by Purchase and Sales, or when it began to make Use of Gold, Silver, or Copper Money; as the first Species were those of Wood, Leather, and Iron; and even at this Day a certain Value is fixed on different Shells and Cocoa-Nuts in several Parts of both *Indies*, and given in Payment of such Merchandize, Drugs, and Commodities as they want.

The oldest Examples found of this Commerce in the Sacred History are in the Time of the Patriarch *Abraham*; profane Authors place the *Epocha* under the Reigns of *Saturn* and *Janus* in *Italy*; and the ancient *Gauls*, as *Julius Caesar* reports in his *Commentaries*, attribute the Invention to the God *Mercury*.

The *Egyptians*, *Phenicians*, and *Cartaginians*, are cited as the first, ablest, and most daring Traders of Antiquity, by many great Authors; but being contested by others, the Reader is referred, for their different Sentiments, to the historical Preface.

And it did not appear to the Ancients, that an Application to Commerce was unworthy the Attention of the most illustrious Persons; even *Solomon*, that sage and powerful Monarch, did not disdain an Engagement therein, but often, as before mentioned, joined his Merchant Fleets with those of the King of *Tyre*, in a Voyage to *Ophir*, from whence they brought him those precious Metals and Commodities as rendered him, though governing but a small State, the richest Prince in the World.

Under the *Asiatick* and *Grecian* Monarchies, Ancient History discovers to us, from Time to Time, the Traces of a Commerce cultivated by different Nations, though it seems principally to have flourished under the *Roman* Government; and one may judge, by the Testimony of Historians, and that of antique Inscriptions, how many considerable Colleges, or Companies of Merchants, were established in different Cities. The Destruction of the *Roman* Empire by the Irruption of a Multitude of barbarous Nations, affected Commerce by suspending its ordinary Operations for a Time; but it afterwards revived, and by little and little made a new Progress, more especially in *Italy*.

It was from thence that the *Pisians*, *Genoese*, and *Venetians*, whose numerous Fleets spread themselves in all the Ports of the *Levant* and *Egypt*, to load Silk,

Spices, and other Merchandises of those Countries, which for a long Time possessed the almost sole Distribution of them to *France*, *Germany*, and the other States of *Europe*.

About the End of the fifteenth Century, the greatest Part of this Traffick passed from them to the *Portuguese*, after these latter had opened a new Navigation in the Ocean, and were established in divers Parts on the Coasts of *Africa*, *India*, and *Arabia*.

The *Portuguese* did not possess these different Branches of Commerce for above an hundred Years, or thereabouts; for the *Dutch*, at the Beginning of the seventeenth Century, shared them with them, and very soon after stripped them of them almost entirely.

The *English*, *French*, *Danes*, and even the *Hamburgers*, excited by the Example of their Success, made also some Establishments in the *Indies*, and on the Coasts of *Africa*, though much less considerable ones, excepting those of the *English*, who have a very extensive Commerce in those Parts.

In fine, *America*, which the *Spaniards* discovered a little While after the *Portuguese* had secured a Way to the *East* by the *Cape of Good Hope*, became a fresh Object of a vast and important Trade to all the Nations of *Europe*, though it is true, that the first Conquerors of this New World have always possessed the best and richest Part of it, and preserve the Traffick to themselves with an extreme Jealousy; but besides that the *English*, *French*, *Portuguese*, and *Dutch*, have many flourishing Colonies, as well among the Islands as on the Continent, it is certain that it is, though undesignedly, full as much for other Nations as for themselves, that the *Spaniards* send their Flota or Galleons yearly to load the Treasure of *Mexico* and *Peru*.

Commerce is a Profession, in general, not less honourable than profitable, and is at present divided into that by Land and by Sea, in Gross and by Retail, for which every Country furnishes something peculiar to itself; as the various States, or even the different Provinces of them, have neither one Sun nor Clime equally suited to all Sorts of natural Productions; besides, the Diversity of Men's Genius, and Humour in general, and of Nations in particular, influences their Application to some Sorts of Works and Employs rather than to others; so that a mutual Communication becomes necessary by the Intervention of Commerce, that what is wanting to some, may by this Means be supplied by others; and it is of no small Consequence to those who embrace the mercantile Profession, to inform themselves exactly of what is to be found among their Neighbours, as well as to make themselves perfectly well acquainted with the Products and Manufactures of their own Country. But not to enlarge on the Merchant's Qualifications, which I have already spoke to, I shall proceed to open to him the promised Scene for Practice, and begin, as it is natural, with the Trade of my own Country, the Extent and Value of which may claim this Preference, at least from an *English* Author.

The united Trade of *England*, *Wales*, *Scotland*, and *Ireland*, does jointly contribute to form that considerable Commerce which the Subjects of the *British* Crown carry on, whether domestick or foreign.

ENGLAND.

The commodious Situation of our Country, both for long and short Voyages; the many excellent Ports proper for the Construction of an infinite Number of Vessels built there; the Ability and Intrepidity of our Pilots and Sailors; a Soil fertile in Fruits, Corn, and Pasturage; our Hills enclosing Diversities of Metals, and Minerals; Cattle of all Sorts; and more especially the Sheep producing those precious Wools, of whose Exportation we are justly so jealous; Manufactures of almost every Species, and the greatest Part of them superior to those of other Countries; our Colonies in *America*, and our Settlements so rich and flourishing in the *East Indies*, give us at least as much as to any other Nation, wherein to prove our Genius for Trade, and demonstrate that we have not been idle in it.

*Voltaire*, in his tenth Letter concerning the *English*, says, that Trade which has enriched them, has contributed to make them free; and that this Freedom has in its Turn extended their Commerce.

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This proves that the fundamental Maxim of our Country is a very just one, viz. that Trade is the Nursery of Sailors, that Sailors are the Soul of the Navy, that the Navy is the Security of Commerce, and that these two united produce the Riches, Power, and Glory of *Great-Britain*.

Under *Henry the VIIIth*, the Trade and Navigation of these Kingdoms began considerably to augment, and has since always gone on increasing. We then engaged in a considerable Commerce to the *Levant*, and made frequent Voyages to *Guinea* and *Brazil*; but the *English* were not sensible of what they were capable in commercial Affairs, till towards the Middle of *Queen Elizabeth's* Reign, whose Protection and Encouragement animated her Subjects to the Formation of different Trading Companies, and the Establishment of divers Manufactures in her Capital, on the Ruins of those of the *Low Countries*, which rendered the Traffick of *England* so flourishing as to have it soon carried to *Archangel*, and extended to all the Ports of the *Mediterranean*. It also reached the richest Coasts of *Africa*, as well as the *East* and *West-Indies*, and there took such a deep Root, and was settled on such solid Foundations, as to remain immoveable, and to stand in less Need of Aggrandisements, than of Moderation.

Although our domestic Trade is very considerable, and of great Advantage to the Inhabitants, the foreign vastly exceeds it; and it is not because that *England* cannot subsist without it, Providence having abundantly blessed us with every Necessary of Life, but as foreign Trade occasions an Employ for all Sorts of Artists, furnishes Work for the Poor, and augments our Manufactures, proving an efficacious Means of enriching the Nation, strengthening the State, and rendering it formidable to the neighbouring Powers, that we are animated to engage so deeply in it.

It is for this that the *English* extend their Traffick to all Parts of the World where any is carried on; and there is no Nation under the Sun that drives so great a Trade with their own Products and Merchandizes. This renders us powerful in our Marine, augments the Number of our Sailors, enriches our People, and procures us all that the Universe can furnish to satisfy the Imagination, or content the Appetite. In a Word, it is by foreign Trade that *England* is become the Support of its Friends, and the Terror of its Enemies; and whilst the Commerce of our Neighbours, the *Dutch*, consists chiefly in the Transportation of Merchandizes, not their own, from one Country to another, our's is principally furnished and supported by the redundant Products of our Soil and Industry.

Our Commerce, like that of all other Kingdoms, is composed of Inland and Maritime, though with great Difference in Regard to the Profits it leaves, as our foreign Trade certainly exceeds that of any other State in the World, in the three Articles of which it consists, viz. Exportation, Transportation, and Importation; *France* can pretend to little more than the First of these; *Spain*, *Italy*, and the two Northern Crowns, to the First and Third; and *Holland* only vies with us in the Second.

OUR Country furnishes the exporting Branch of Commerce with Butter, Exportation. Corn, Cattle, Cloth, and many other Woolen and Cotton Manufactures, Iron, Lead, Tin, Copper, Leather, Copperas, Coal, Allum, Saffron, &c. besides a Variety of Fabrications of Linens, Steel, Paper, Crockery, and other Articles of modern Invention and Improvement.

The neighbouring Kingdoms have many Times owed their Preservation to our Supplies of Corn, and our Horses are generally esteemed for their Beauty, Strength, and Paces; neither our own Fleets, nor those of any Strangers at Amity with *Great-Britain*, want any foreign Supplies for their Victualling, having Abundance of Beef, Pork, Biscuit, and fresh Provisions always ready, besides the vast Quantities carried to the *European* and *West-Indian* Markets.

Our Iron is exported, manufactured in Guns, Carcasses, Bombs, &c. and our Cloths and Woollens are sent to most Parts of the World, though not in those Quantities as formerly; many Princes having settled Manufactories of their own, to the no small Prejudice of our's; and the Value of our Exports in the Articles of Cloth, Northern Dozens, Rashes, Kerfies, Bays, Serges, Flannels, Perpetuances,

Says, Stuffs, Frieze, Pennistone, Stockings, Caps, Blankets, Rugs, &c. I fear does not exceed the two Millions *per Annum* that Dr. *D' Avenant* and Mr. *King* supposed some Years ago they amounted to; according to their Calculation, that the yearly Produce of Wool in *England* was about two Millions Sterling, and this worked up to produce in Exports eight Millions; of which they computed, six Millions for Home-Consumption, and the other two for Exportation.

The other Exports from hence, of Hops, Flax, Hemp, Hats, Shoes, Ale, Beer, Cyder, Herrings, Pilchards, Salmon, Oysters, Saffron, Liquorice, Optick Glasses, and Mathematical Instruments, Works of Horology, Ribbons, Toys, &c. are prodigious, and of a Value almost incredible.

The Vestments, Shoes, Hats, and Household Stuffs, carried from hence yearly, only to *America*, is supposed to be worth at least 200,000*l.*—This must amount to a much larger Sum since the Conquests from the *French* in *America*.

*England* produces yearly 5,000,000 Chaldrons of Sea-Coal, and the Mines would furnish much more if wanted, near a Million and a half Pounds of Tin, a thousand Fodders of Lead, eight hundred Furnaces of Iron, and as many Tons of Allum; of all which great Quantities are exported, to the Value at least of 500,000*l.* *per Annum*.

We transport also annually from our Plantations in *America*, besides what we consume ourselves, of Sugar, Indigo, Tobacco, Cocoa-Nuts, &c. about 400,000*l.* and our Fish, Pipe-staves, Masts, Beaver, &c. from the Northern Parts do not produce a much less Sum.

It would be tedious and difficult to enumerate our Transportations and their Value from *Denmark*, *Sweden*, *Spain*, *Portugal*, and other Parts in the *Straits*, *Turkey*, *Guinea*, &c. but the most considerable of all is that of the Commodities brought from the *East Indies*, of which it is supposed of late Years, we have transported to the Value of 500,000*l.* *per Annum*, in Pepper, Salt-Fire, Calicoes, Mullins, Silks, Drugs, Diamonds, &c. after having retained a Sufficiency for our own Use and Consumption.

#### Importation.

THE Article of IMPORTATION, or the bringing hither such Goods as we consume among ourselves, is very great, though not equally advantageous from all Countries. But this will appear more evidently hereafter in the Statement of the Commerce carried on by *Great-Britain* with different foreign Nations. And that this Statement may be made with as much Accuracy as the Nature of the Subject, and the Secrecy of late Years so strictly observed by the Administrators of our commercial Affairs, will admit.—I shall divide it into two Branches; *Domestic Trade* and *FOREIGN COMMERCE* and under each give a general Sketch of what each County in *Great Britain* and *Ireland* furnishes towards, carrying on both; either by its natural Products or its Manufactures.

GREAT-BRITAIN was thought by the Ancients, to be the largest Island of the then known World; and though the latter discovered ones of *Madagascar* and *Japan* vie with, and by some are supposed to exceed it, yet the Uncertainty of their Dimensions still leaves a Doubt, whether the Magnitude of our Isle is not superior to them, and yet equal to what it was formerly accounted.

It was at first called *Albion*, and by the *Romans* *Britannia*, though I think the Etymology of both the Words is still unsettled.

The Situation of its Southern Part, *viz. England* and *Wales*, is between the 17th and 22d Degrees of Longitude, and the 50 and 56th Degrees of Northern Latitude; being in Shape triangular, and the longest Side from *Berwick* North, to the *Land's End* S. W. three hundred eighty-six Miles; from *Sandwich* E. to the *Land's End* W. by S. two hundred seventy-nine Miles; and the Perpendicular from *Berwick* to *Portsmouth* N. and S. three hundred and twenty Miles; containing by Computation about 39,938,800 Acres, and 1,219,952 Houses; is almost ten Times as big as the *United Netherlands*; less than *Italy* by near one Half, and in Comparison with *France*, is as thirty to eighty-two.

According to a Catalogue exhibited by *Camden* to King *James I.* it was parcelled out into 6,284 Parishes; but Mr. *Chamberlaine*, in his *Magna Britannia Notitia*, says, there are, in all, nine thousand nine hundred and thirteen Parishes, seven hundred and fifty great Towns, and twenty five Cities; though the anony-

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mous Author of *The present State of Great-Britain* differs from both, by making the Cities to be twenty-eight, the Market Towns seven hundred and ninety, and the Parishes to be ten thousand six hundred and three.

The Counties in this District are fifty-two, forty in *England*, and twelve in *Wales*, whose Products ought now to be considered; but as our Wool and Woollens are the most staple Commodities of our Isle, and the Neglect or Abuse of those excellent Laws in Force concerning them has been so ineffectual to the keeping the one at home, and detrimental to the Sale of the other abroad, I should, previous to my said Intention, give some Account of the Statutes relating to the Cleaning, Packing, Carding, &c. of the first, having at P. 78 and *seq.* done it for what regards its Running, and for the good Government of all Manufacturers and their Dependants, concerned in the latter; but as they are many and very extensive, it is impossible to reduce them within those small Bounds I have limited myself to for the Remainder of this Work, so must content myself with observing, that the Legislature's Care of these Particulars began very early; for though formerly the Exportation of Wool was not only licensed, but the principal Trade of this Country, and the greatest Branch of our King's Revenues yet as soon as we had learnt the manufacturing of it ourselves, and experienced the Advantages arising from this Improvement, by a comfortable Employ for our distressed Poor, and the Encrease of our Commerce, the Prohibition of its Export was judged necessary, and enforced by many good Laws, in Order to secure the Benefit to ourselves, and prevent other Nations from reaping it, as they had so long done to our Prejudice; the Statute therefore of 27 *Edw.* III. declared the Transporting it Felony, and many others in successive Princes' reigns have mitigated or enhanced the Penalties, as Circumstances and the Times have required; they have also guarded against Frauds and Abuses in the Combing, Spinning, Winding it, &c. that crept in, during its infant State; by several penal Laws to the guilty Transgressors of them.

In regard to Manufactured Wools, the *Acts* are still more ample and extensive, and regulate their Lengths, Breadths, Weights, &c. besides the many other Particulars necessary to be observed in their Fabrication, as conducive to their Perfection and Goodness. Abstracts of which have been given in their proper Place. I shall now begin my proposed Description of the Counties in the Manner following:

1. *Bedfordshire.*

THE Products of this County are principally consumed at Home, though it occasionally furnishes something for abroad, in Corn and Woollen Manufactures. Its Manufactures of Straw Hats, and other Things made of that Material, at *Dunstable* and *Luton*, and of Bone-Lace, employ several thousands of the Inhabitants, and are worn by Multitudes of the principal Ladies in *England*; Fullers Earth is found at *Woburn* and *Aspley*, and Butter made in many Places, and sent up fresh in Lumps to *London*.

2. *Berkshire*

Produces much more for Exportation than the preceeding County, as the Woollen Manufactures at *Reading*, *Farringdon*, *Newbury*, &c. are very considerable in Cloth, Druggets, Duroys, Serges, Shalloons, and Stuffs; and at the first of these Towns has been established for some Years past a most extensive Fabrick of Canvas, or Sail Cloth, which is brought to such Perfection as to equal in Goodness any that was formerly imported from *Holland* or *France*, to the no small Advantage of the neighbouring Poor, who in large Numbers are thereby employed. And whilst it so plentifully supplies the exporting Branch of Commerce, it is not barren in Products for Home Consumption, as it has Corn, Cattle, and Wood, especially Beech and Oak, in Abundance: This County, with *Gloucestershire* and *Wilts*, send yearly to *London* about six thousand Ton of Cheefe, the Half by Land Carriage, and the other Moiety by Barges, from *Lecblade*, *Abingdon*

*Abingdon*; *Newbury*, and *Reading*, and in Return are furnished with Salt Butter in Firkins from that City to supply the Deficiency of their Dairies.

### 3. *Buckinghamshire*

Affords but little for foreign Markets, as its sole Manufacture is of Bone-Lace at *Olney* and *Newport-Pagnell*; and its Products confined to Corn, Cattle, and Wool, except some lump Butter sent up fresh from hence, *Oxfordshire*, *Northamptonshire*, *Bedfordshire*, *Hertfordshire*, and *Essex*, and in Pots from *Derbyshire*, to *London*, in such Quantities as to amount in the whole at least to 100,000 Firkins per Annum, which are consumed within the Bills of Mortality.

### 4. *Cambridgeshire*

Has no Manufacture except of Malt, Paper, and Baskets, but its Growth of Corn, Hops, and Saffron is very considerable, and the latter esteemed in Quality inferior to none. There is likewise found near *Sturbridge* very good Pipe and Potters Clay; and Cattle are plenty, though their Dairies produce no more Butter or Cheese than suffices for their own Consumption, as that Butter called *Cambridge Butter* receives its Denomination only by coming from thence, being first brought there from other Parts.

### 5. *Cheshire*

So justly famous for its Cheese, of which, with *Lancashire*, Part of *Shropshire*, and *Staffordshire*, it sends up to *London* yearly above seven thousand Tons; all these are of a thick Make, yet very different in their Size and Quality, though all are without Distinction in Town called *Cheshire Cheeses*. These Counties, but more especially *Lancashire*, likewise sell great Quantities for *Leeds*, *Sheffield*, *York*, and *Newcastle*, besides what is consumed in *Manchester*, and shipped at *Liverpool* for *Scotland*, the *Straits*, &c. being not less than fifteen or twenty hundred Tons. *Nantwich*, *Middlewich*, and *Northwich*, afford large Quantities of Salt; *Macclesfield* is noted for its Fabrick of Buttons, as *Congleton* is for Gloves; Cattle are plenty, Corn not scarce; and in many Parts of the County are found Metals and Millstones. It has some Coal Mines, and Salt-Works.

### 6. *Cornwall*

The hilly Part of this County appears unfruitful to the Eye, but encloses great Treasures in those seemingly barren Mountains; as there is yearly dug out of them an immense Quantity of Tin and Copper, both excellent in Quality; and the latter is found to be as good and as fit for every Purpose as the *Swedish*, or any other heretofore imported, and is as successfully used in all our Battery Works as any foreign was formerly; which induced the Government to encourage their Proprietors by laying a Duty some Years since upon all outlandish black Laten, and Metal prepared, which are Plates of Brass fitted for small Manufactures of the Clock, Kitchen, &c. And our Tin, as well in Quantity as Quality, greatly exceeds all other Mines that have been yet discovered, though they have been worked from Time immemorial, as we read that the *Phœnicians* drove a very considerable Trade in it, with the then Inhabitants; and the Plenty of the Mineral, having continued equal through so many ages, seems to indicate the Stock to be inexhaustible, and will in all Probability last till the general Conflagration melts that and all Things in a Mass together: In the Interim, the Advantages it produces to the County, and indeed to the Nation, are very considerable, from the large Quantities exported; and for the better Regulation of a Business in which so great a Number of Men are employed, there are many ancient Laws in Force, first made, and Franchises granted by *Edw. I.* relating solely to them, by which they are incorporated in four Divisions, viz. *Foymore*, *Blackmore*, *Trewarnaille*, and *Penwile*; in each of which stannary Courts are held, for the Decision of Disputes and

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Correction of Irregularities, and sometimes Parliaments of the whole Society under the Lord Warden.—The Valleys are rich in Corn and Pasture, and its Seas afford almost all Sorts of Fish in the greatest Plenty, more especially Pilchards, taken on its Coasts at two different Seasons of the Year; and sometimes in such Abundance, that the Natives not having Salt sufficient for their Cure, make use of great Quantities to manure their Grounds, besides an annual Exportation commonly of fifty thousand Hogheads; and it is only in this County that I can remember to have seen or heard of any Conger being taken in *England*.

Here are some small Quantities of Quicksilver found in the Mines, and Slates sufficient to furnish every Demand for them. Tin, Copper, and Slates are exported to foreign Countries.

7. *Cumberland.*

The Manufactures of this County are Rugs, Chair Seats, and Carpets in Imitation of *Turkey Work*, Penniftons, Half-thicks, Duffels, &c. At *Penrith* are made large Parcels of Leather, and from *Whitehaven* are shipped great Quantities of Salt and Coals: Copper is found in Plenty at *Newland* and *Keswick*, and at the latter there is black Lead; the only Place, as some say, though I believe erroneously, for it in *Europe*: Here are likewise good Lead Mines, and the plain Part of the Country produces Corn, as the hilly Part does Grass; the celebrated Fish Charr, is caught in its Meer called *Ulles Water*, which also borders on *Westmorland*, and no where else but in *Lancashire*, in *England*. Here in several Parts are good Dairies, and this, with *Northumberland*, sends up to *London* yearly about fifteen thousand Firkins of Butter, which are chiefly shipped at *Newcastle*, though some from *Blyth*; and these two Counties produce besides, between two and three thousand Firkins, which are sent directly into *Kent*. At *Carlisle* is a good Fabrick of fine Linen, in which about twenty-five Weavers are employed all the Year through; and large Parcels of Leather are also made in this City and Suburbs.

The *Isle of Man* lies about ten Leagues distant from this County, in the *Irish Sea*, but furnishes nothing for Trade.

8. *Derbyshire.*

The Manufactures of this County are only woven Stockings of several Sorts, with some Felt, Castor, or Beaver Hats; it is very fertile in Corn and Cattle, sending a good deal of Pot Butter to *London*, as mentioned under *Buckinghamshire*; and jointly with *Nottinghamshire*, and Part of *Staffordshire*, about 2000 Ton of Cheese yearly; this is sent down the *Trent*, from *Burton*, &c. and the *Derwent*, from *Derby* to *Gainsborough* into the *Humber*; being of a thin Sort, and sold in *London* under the Denomination of *Warwickshire* Cheese.—Here are Quarries of Free-Stone and Marble, Abundance of Mill, Lime, and Whet-Stones, with some Chrystal and Alabaster, green and white Vitriol and Alum. Its Mines are stored with Coal, Iron, principally used by the Nailers, and in the small Manufactures in *Birmingham*, &c. and Lead, the latter being very plenty, and the best in *England*; the *Peak* is famous for producing it, and its other Wonders, as *Derby* is for Sir *Thomas Lombe's* Engines erected here on the River *Derwent*, for making organzined or thrown Silk, and for whose Introduction the Parliament in 1732 gave him 14,000*l*. It contains 26,586 Wheels, and 97,746 Movements, which works 73,726 Yards of Silk Thread every Time the Water-Wheel goes round, which is thrice in one Minute, and 318,496,320 Yards in the twenty-four Hours; one Water-Wheel gives Motion to all the other Wheels and Movements, of which any one may be stopped separately, which is very extraordinary in so complicated a Machine; one Fire Engine conveys warm air to every individual Part of it, and one Regulator governs the whole Work.

9. *Devon-*

9. *Devonshire*

Affords many Things similar to the Products of its adjoining County, *Cornwall*, as Tin, Lead, Copper, Pilchards, &c. though not in the same Abundance; and though it is more fruitful than that, yet its Riches are the Effects of its Manufactures, which consists in Serges, Kerseys, Druggets, Shalloons, Long-Ells, &c. and Bone-Lace; so great a Quantity of the first is made in the Neighbourhood of *Exeter*, as to furnish the Market of that City with 10,000*l.* worth weekly; here are also made some Broad Cloth, mixt or Medleys, and from its Ports are sent more Fishermen to *America* than from any other County in *England*.

10. *Dorsetshire*

Is noted for its Beer, and yields great Plenty of Corn, Cattle, and Hemp, which latter was so abundant near *Bridport*, as to occasion, many Years ago, a Fabrick of Cables for the Royal Navy to be erected there. The Isles of *Portland* and *Purbeck* produce Free-Stone, Marble and Tobacco-Pipe Clay; and the Sheep bred in this County are innumerable, so that it is said, that within the Circumference of six Miles round the Town of *Dorchester* only, there are six hundred thousand constantly feeding. They are reckoned amongst the largest and best brought to the *London* Market, and scarce inferior to the *Benlead Downs* Mutton.

11. *Durham*

Produces great Quantities of Coals, shipped at *Sunderland*, some Lead, Iron, Allum, and Grindstones; at *Darlington* it has a Fabrick of various Stuffs, and sends yearly to *London* about ten thousand Firkins of Butter.

12. *Essex*

Is a very fertile County, and very abundant both in its Products and Manufactures; the former consisting in Cattle, Corn, and Hops, but principally in Oylsters and Saffron, of both which it produces a great Quantity, and the best of the Sort in the World; it is likewise famous for suckling Calves, and from whence the *London* Markets are principally supplied with this agreeable Food; some Cloths, Stuffs, and Perpets are made here, but its Fabricks for Baize are unequalled in any Part; and most of the Inhabitants of *Bocking*, *Braintree*, *Coggeshall*, *Chebmeford*, *Billerica*, *Bishop-Stortford*, *Waltham*, *Rumford*, *Halstead*, *Witbam*, and innumerable smaller but populous villages, are chiefly employed in sorting, oiling, combing, or otherwise preparing the Wool for the Looms, or manufacturing it.—At *Colchester* alone are made at this present from six to seven hundred Pieces of Baize Weekly, called therefrom *Colchester* Baize; and at *Bocking*, *Dunmore*, &c. about four hundred Pieces per Week of that Sort called *Bocking* Baize; extra of mock *Colchester*, which are not a few; and the former have been so much in Demand since the Peace with *Spain*, for whose Markets they are fittest, as the latter are for *Portugal*, as to occasion a Rise of ten Shillings per Piece in Price on the best Sort of them more than they usually went at before the War. A large Quantity of fresh Butter is sent to *London* from this County, and in Lieu thereof they take from thence, and from *Suffolk*, in Firkins, what suffices for their Consumption.

13. *Gloucestershire*

Brings Sundries both to the home and foreign Trade, as it plentifully produces Cattle, Wool, Iron, Steel, Corn, Cyder, Salmon, Bacon, and Cheese, of which latter it clubs its Share to make up the six thousand Tons mentioned in *Berkshire*; and its Wool from the Sheep of *Cotswold*, is the finest in *England*, and only inferior to that of *Andalusia*; they are likewise in such Quantities that even the Flocks, much less the Sheep, are hardly to be counted; from this Wool many plain white Cloths for Dying are made through all the County, as also Variety of worsted Stockings, besides Yarn knit Hosiery. *Tewkesbury*, besides its woollen Fabricks,

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Fabricks (which are very considerable) is famous for Mustard Balls, as *Stroud* is for its Fulling Mills and Scarlet Dye,

14. *Hamp or Hantsire*

Is also very abundant in Sheep, which furnish Wool for its many Fabricks of Shaloons, Kerseys and other Stuffs; its Products are Iron, Corn, and Timber, and is more particularly noted for the Excellency of its Honey and Bacon.

15. *Hart or Hertfordshire.*

The principal, and indeed almost the only Product of this County, is different Sorts of Corn, of which great Quantities are ground here into Meal, or made into Malt, and so sent to supply *London* Markets; Manufactures it has none; and what the Dairy affords of Butter is brought to Town fresh, and Salt Butter purchased on cheaper Terms in its Room, as is practised in all the Counties circumjacent to *London*.

16. *Herefordshire.*

*Leominster* (or *Lempster*) in this County is noted for its Wools, as *Kyneton* is for its Fabrick of narrow Cloths; its Product consists of Corn, Wool, Salmon, and Cyder, of which latter great Quantities are consumed both at home and abroad.

17. *Huntingdonshire*

Affords but little matter to treat of, as it is destitute of Manufactures, and its Products limited to Cattle and Corn.

18. *Kent.*

The sole Manufacture of this County I believe is Thread, except what is cast of its Iron into Cannon, Bullets, Furnaces, Pots, Boilers, Plate Iron, Bomb-shells, Hand-Grenades, &c. and its Products are, some Corn, Woad, Madder, Hops, Fullers-Earth, Iron, Burstone, Flax, and great Quantities of *Kentish* Cherries and Pippins.

19. *Lancashire,*

Being a County very fertile both in Wool and Flax, affords Employ for the Natives in large Manufactures of Cloths and Linens established there, of which the principal ones are at *Manchester*, *Bolton*, and their Vicinage, where are likewise made Rugs, *Turkey-work* Chairs, Pennistons, Duffels, &c. and at *Rochdale* and its Neighbourhood, as well as the aforementioned Towns, are also made Cottons and Fustians of various Sorts, Kerseys, Tickings, and, aboveall, large Quantities of Baize, in Imitation of *Bockings*, and shipped off directly for the *Portugal* Markets as such. Its Products are Rock Salt, some Black Lead, Charr, and Cannel Coal, which does not only serve for a delightful Fuel, but for making Utensils and Toys, as fine to look on as the highest polished Jet, and so free from leaving any Tinge, that the whitest Linen may be rubbed on it without receiving any Soil; this County and *Somersetshire* produce the largest Oxen in *England*, and its Dairies afford plenty of good Cheese, as has been mentioned in the Description of *Cheshire*.

20. *Leicestershire*

Is famous for Sheep with the largest Wool in *England*, and though the Quantity of it is very great, yet it is here employed in no other Fabrick than that of a Variety of woven Stockings; besides which, their sole Manufacture is of Felt, Cutor, and Beaver Hats. Its Products are Sea Coal, and Beans and Peas abound here



here to a Proverb. It sends, jointly with *Warwickshire*, above five hundred Tons of Cheefe by Land to *London*, and is supposed to produce above a thousand Tons more, sold to *Birmingham* and other large Towns, and sent into *Northamptonshire*, *Hertfordshire*, &c. besides two or three hundred Tons remitted from thence to *Sturbridge Fair*.

#### 21. *Lincolnshire*,

Though one of the largest Counties, is destitute of any Manufacture, as the Inhabitants sell their Wool unwrought to their Neighbours, and principally employ themselves in the grazing Trade, and fattening Cattle, with which the *London Markets* are plentifully supplied; it also sends up annually, jointly with the Isle of *Ely*, from *Holbeich*, about twenty-five thousand Firkins of Butter, on the River *Cam*, to *Cambridge*, and from thence to *London* by Land Carriage; and there is likewise brought yearly in the same Manner to the said City from *Spalding* and *Peterborough* about two thousand Firkins, being the Produce of the Fens.

#### 22. *Middlesex*,

In which is situated the celebrated City of *London*; and though it is the smallest County but four in *England*, it is certainly the richest and the most opulent in Trade, not only of this, but of every other Kingdom of *Europe*. This County has few Manufactures out of its Metropolis, though those of *Spital-fields*, &c. are very extensive, and brought to great Perfection; so that I may venture to assert, that our Artisans now equal if not exceed the *French* in the Beauty of their Silk Fabrick, and still continue their wonted Superiority in the Woollen ones; for though our Rivals can carry these cheaper to Market than we can, and consequently rob us of a considerable Share of that Trade we should otherwise possess alone, yet this does not proceed from any Defect in the Capacity of our Artificers, but from their working so much cheaper in that Kingdom, and the Neglect or Abuse, as formerly observed, in the working up our Woollens here, which calls for a strict Inspection and Regulation. This great City is in a Manner the Centre of both the inland and foreign Trade, and consequently the Transports to it by Land and Water are vast and inconceivable; the Concourse of Waggons, Horses, and other Carriages for the one, with Ships, Lighters, &c. for the other, continually coming in and going out, are innumerable, and must give a Foreigner a very exalted Idea of that Commerce which employs them.

#### 23. *Monmouthshire*

Is one of those Counties that affords little worth Regard in Trade, as its only Manufacture is of Flannels at *Abergavenny*, and its Products nothing else but Cattle and Corn.

#### 24. *Norfolk*

Has a justly celebrated Fabrick of all Sorts of Stuffs at *Norwich*, of which there is yearly sold to the Value of 100,000*l.* besides what the Manufacture of Stockings here and in other Parts of the County may import; its Products are Cattle, Corn, Wool, and Herrings, which latter abound like the Pilchards in the *West*, and are taken in equal Quantities; so that commonly as many Barrels of these are shipped in a Year as there are Hogheads of the others; these employ a great Number of Hands in their Cure, so that in Catching, Salting, Smoaking, &c. the greatest Part of the Inhabitants of *Yarmouth* are engaged, and the Ships belonging to the Place find good Freights in carrying them abroad. This is a great Dairy County for Butter, making yearly about sixty thousand Firkins, which is sent weekly to *Downham* upon the River *Cam*, and so by Water to *Cambridge*, from whence it is carried by Land to *London*.

#### 25. *Northamptonshire*,

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25. *Northamptonshire,*

Though one of the finest Counties in England, furnishes but very little for Trade, as it has no Manufactures but of Worsted and Yarn Stockings, and its Products consist of Corn, Cattle, Wool, Salt-petre, and some Butter sent up fresh and in Lumps to London, as has been already mentioned.

26. *Northumberland*

Is so abundant in Coals, that all Europe might be supplied from it; *Newcastle* sends yearly to London about six hundred thousand Chaldrons, and for their Conveyance keeps upwards of five hundred large Ships continually employed, to the no small Improvement of our Marine, as this dangerous Navigation proves a continual Fund of good Sailors, than which none are stouter not better. Here are large mines also of Lead and Iron, which latter is of the same Nature with what comes from *Derbyshire*, and like that chiefly used by the Nailors, &c. Grindstones are found in some Parts; and the River *Tyne* is so abundant in Salmon, that great Quantities are pickled and shipped off from *Berwick* and *Newcastle* for foreign Markets: I have already said that this County, with *Cumberland*, sends about fifteen thousand Firkins of Butter to London, and between two and three thousand more into *Kent*, the former shipped at *Newcastle* and *Blyth*.

27. *Nottinghamshire*

Has no other Manufactures than some woven Stockings, but produces Corn and Coal in plenty, with some Lead. *Worksop* is noted for Liquorish; *Mansfield* for Malt; and near *Nottingham* is found Tobacco Pipe and Potters Clay. This Shire brews fine Ale in great Abundance, and clubs its *Quota* of the two thousand Ton of Cheese, mentioned in *Derbyshire*, to be shipped for London.

28. *Oxfordshire*

Can boast of no greater Manufactures than the preceding County; it has only one at *Witney* for Blankets; *Banbury* is noted for its fine Cheese, *Henley* for Malt, and *Burford* for Horse-Saddles. It is a very great Corn County, and one of those that plentifully supply London with fresh Butter of an excellent Quality.

29. *Rutlandshire*

Feeds an infinite Number of Sheep, whose Wool is said to partake of the Redness of the Soil, and these are the only Commodities of the County.

30. *Shropshire, or the County of Salop,*

Abounds in Corn, Coals, and Iron; has some Pipe and Potters Clay, and makes Flannels and plain white Cloths for Dying; the Fabricks of these are principally at *Shrewsbury*, where is also every Thursday a Market held for *Welsh* Cottons, of which great Quantities are bought for London, and a large Quantity of excellent Cheese is likewise sent there, as hinted in the Description of *Cheshire*.

31. *Somersetshire.*

Few Counties produce so great a Variety, both for home and foreign Markets, as here is Corn in Plenty; Lead, Copper, Lapis Calaminaris, Crystal, Coals, and Wood for dying. The Oxen in this County equal in Size those of *Lincolnshire*, and the Sheep are as numerous as in *Dorsetshire*, *Wiltshire*, &c. which affords the Natives a sufficient Supply of Wools for their large Manufactures of almost all Sorts of Woollens, such as Broad Cloth, mixt, or Medleys, Serges, Druggets, Du-roys, and Stuffs of many Denominations; Stockings, both Worsted and Yarn, Kerseys, Shaloons, &c. At *Cheddar* are made those celebrated Cheeses, which excel the *Parmesan*, to an unprejudiced Taste; and extra of these, this County with

the northern Part of *Wiltshire* sends yearly to *Morden*, or *Magdalen Hill Fair* near *Winchester*, about fifteen hundred Tons, which is sold in one Day; this Fair is held annually on the 25th of *July*, and is the greatest for this Commodity in *England*.

### 32. *Staffordshire*

Produces Corn, Coals, Free-stone, Marble, Alabaſter, Copper, Lead, and Iron, of which latter, Nails, and other ſmall Wares are made: *Burton* is famous for its Ale; and this County does not contribute the ſmalleſt Share to the two thouſand Ton mentioned under *Derby* and *Nottinghamſhires* to be ſent to *London*, beſides what its Dairies furniſh for *Yorkſhire*, &c. as is obſerved in deſcribing *Cheſhire*.

### 33. *Suffolk*

Is a great Dairy County, and ſends yearly to *London* forty thouſand Firkins of Butter upon an Average, which is ſhipped at *Ipswich* and *Woodbridge*, and ſome few from *Aldborough*; beſides which it makes about ten thouſand Firkins more, that are ſold at *Colcheſter*, and other Parts of *Effex*. Of the Cheeſe it produces a thouſand Tons, a little more or leſs, is annually brought to Town, with which the Royal Navy is ſerved; ſome Part is ſold into *Kent* and *Suffex*, and the Reſt to Shipping, &c. as none is eat in *London*; a great deal is ſent directly from hence to *Newcaſtle*, as ſome is alſo from that City. The Navy in Time of War takes yearly for Victualling from ten to twelve thouſand Firkins of Butter, and about five or ſix hundred Tons of *Suffolk* Cheeſe, though in Time of Peace the Conſumption is not above one Fourth of either: The Land Forces are fed with *Cheſhire*, *Warwick*, or *Glouceſterſhire* Cheeſe, of which between eighty and a hundred Ton was iſſued *per Annum* in the late War.—This County is very fruitful in Cattle, and feeds great Multitudes of Sheep, notwithstanding which the Conſumption of Wool is ſo great in its Fabricks, as to oblige the Manufacturers to ſeek an additional Supply from *Lincolnſhire*: Cloths are made at *Sudbury*, and Variety of Stuffs at *Stow Market*; alſo Saws and Perpets, beſides large Parcels of Linen; and its Products are Corn, Hemp, and Fullers-Earth.

### 34. *Surrey*

Being very barren in the Middle, affords but few Products or Manufactures, though it is ſaid that ſome Broad Cloth, mixt, or Medleys, are made at *Ryegate*, and ſome Kerſeys at *Guildford* and in its Neighbourhood. Iron is found of the ſame Quality with that of *Suffex*; and it is on a Hill near *Mickleham* that Box grows in greater Plenty than in any one Spot in *Europe* beſides.

### 35. *Suffex*

Yields great Quantities of Iron, chiefly uſed in Foundries for Cannons, Bombs, &c. and it has ſome Manufactories of Glaſs. Its Products are Cattle, Wool, and Corn, more eſpecially Oats, of which its Crops are incredibly great. The *Engliſh* Ortolan (or Wheat Ear) is peculiar to this County; and a *Suffex* Carp, *Arundel* Mullet, *Chicheſter* Lobſter, and an *Amerley* Trout, are ſo peculiarly noted for their Excellence, as to challenge a Remark in every Treatiſe on this Shire.

### 36. *Warwickſhire*

Feeds large Flocks of Sheep like thoſe of *Lincolnſhire*, though the greateſt Part of their Wool is ſold, and only ſo much retained as to manufacture ſome woven Stockings, and at *Coventry* Tammys, or *Coventry* Ware, and Plaiding; Hats of Felt, Caſtor, and Beaver, are alſo made here. *Birmingham* is famous for its curious Works in Iron and Steel, ſupplied by the Mines of this County, which alſo produces Coals, Corn, and Cheeſe in plenty. Of this latter, joined to what comes from *Leiceſterſhire*, above five hundred Tons are ſent yearly by Land to *London*, and ſome ſmall Quantities from hence by Barge to *Oxford* and *Abingdon*; beſides

besides which these two Counties produce at least a thousand Tons, which is disposed of in the Manner mentioned under *Leicestershire*.

37. *Westmorland.*

The Products of this County are but few, though what the Soil denies is supplied by the Industry of the Natives; as at *Kendal* and *Kirby-Lonsdale* the Manufactures of Cloths, Druggets, Serges, Rugs, Penistons, Duffels, Cottons, Hats, and Stockings, are very considerable; so that notwithstanding its terrene Infertility, that of its Looms furnishes a very handsome Part, both to the home and foreign Trade.

38. *Wiltshire*

Being one of the principal Counties in *England* for the Woollen Manufactures, I shall here make a Summary of what I have said concerning them in the others; and in doing it, shall join some of the celebrated Mr. *Daniel De Foe's* Remarks on these Fabricks, in his *Complete English Tradesman*, to what Experience, and some other Authors have furnished me with.

This and the other large and populous Counties of *Somerset*, *Gloucester*, and *Devon*, have Manufactures so exceeding great as to employ above a Million of People in them; and this will appear to be far from an Exaggeration, if it is considered, that besides the populous Cities of *Exeter*, *Salisbury*, *Wells*, *Bath*, *Bristol*, and *Gloucester*, the largest Towns, and a greater Number of them than any other Part of *Great-Britain* can shew, and of which some exceed in Magnitude the great northern Towns of *Leeds*, *Wakefield*, *Sheffield*, &c. such as *Taunton*, *Devizes*, *Tewerton*, *Crediton*, *Bradford*, *Trowbridge*, *Westbury*, *Froom*, *Stroud*, *Biddeford*, *Barnstaple*, *Dartmouth*, *Bridgewater*, *Blandford*, *Wimbourn*, *Sherborn*, *Cirencester*, *Minehead*, *Pool*, *Weymouth*, *Dorchester*, *Honiton*, *Malmesbury*, *Warminster*, *Tedbury*, *Tewsbury*, and many others too numerous to be inserted, as they amount to about a hundred and twenty Market-Towns, and more than thirteen hundred Parishes, are all employed either in Spinning, Weaving, or some other preparatory Branch of the Woollen Manufactory; and notwithstanding the Assistance is so great, and the Hands so many, yet it is by some affirmed that they purchase yearly thirty thousand Packs of Wool, and twenty-five thousand Packs of Yarn ready spun from *Ireland*.

It has already occasionally been observed, that the interior or middle Parts of *England* do also supply their Share of Wool, as *Leicester*, *Northampton*, and *Warwickshires* feed a prodigious Number of large Sheep, like those of *Lincolnshire*, for the *London* Market, whose Wool being of an extraordinary long Staple, and exceeding fine, is carried, or the greatest Part of it, weekly, on *Tuesdays* and *Fridays*, to *Cirencester* Market, which borders on *Gloucestershire* and *Wilts*, being not less in Quantity than five hundred Packs per Week, and is there bought by the Combers, and Carders of *Tedbury*, *Malmesbury*, and most of the Towns on that Side of the aforesaid two Counties, extra of what the Clothiers purchase themselves, and distribute among the Poor of the neighbouring Parts for Spinning; which being performed, the Yarn is dispersed as far as *Froom*, *Warminster*, and *Taunton*, and so made to supply the Manufacturers of the West Country.

That Part of the *Leicestershire* Wool, which remains undisposed of in this Manner, is carried northward to *Wakefield*, *Leeds*, and *Halifax*, where it is mixt and worked up with the Wool of those Counties not esteemed in general so fine as the southern ones produce, though the Fleece from the Wolds, or Downs, in the *East Riding* of *Yorkshire*, and the Bishoprick of *Durham*, is an Exception to the above Remark, as it is very fine and of a good Staple, more especially from the Banks of the *Tees*, which are for a considerable Space of a rich Soil, and the Sheep deemed the largest in *England*: It is hither that all the best wool of the neighbouring Territories is brought; and the coarser Sort, with that from *Scotland*, carried into *Halifax*, *Reckdale*, *Bury*, and the manufacturing Towns of *Lancashire*, *Westmorland*, and *Cumberland*, and there employed in the coarser Fabricks of those Coun-

ties, as Kerseys, Half-thicks, Yarn Stockings, Duffels, Rugs, *Turkey-work* Chairs, and many other useful Manufactures, which those Parts abound in.

But it must not be understood from what I have here mentioned of the *aforsaid* Manufactures, that they are confined to the Places there quoted, as they flourish in many other Parts of the Kingdom, and are taken Notice of in the several Counties and Places where they are established. The Products of this Shire are, besides its Sheep and Wool, a little Fullers-Earth, many of the famous Rabbits of *Auburn Chase*, and a large Quantity of Cheese, as mentioned under *Berkshire* and *Somersetshire*.

### 39. Worcestershire

Is not among the Number of the most considerable Counties, either for Products or Manufactures; it abounds in Corn, Cattle, Cyder, and Perry; at *Droitwich* are Salt Works; at *Stowerbridge* those for Iron and Glass; Broad Cloth, mixt or Medleys, Frize, various Sorts of Stockings, &c. are made at *Worcester*; Stuffs for Hangings and Printing, with some Linsey Woolsey at *Kidderminster*, and Seamen's high crowned Caps, called *Monmouth Caps*, at *Bewdly*.

### 40. Yorkshire,

The largest Shire in *England*, has a proportionable Share both of the foreign and home Trade of it, which it carries on from the several good Ports lying in the County: Its Products are various, according to the Difference of the Soil, which in so large a Tract must be much more fertile in some Parts than others. At *Wakefield* are Coals, at *Knareborough*, *Ripley*, and *Pontefract*; Liquorice. In the *North-Riding*, the Hills enclose Lead, Copper, and Pit Coal; in the *East-Riding* is Allum, and about *Sheffield* Iron, which is there wrought into various Cutlery Wares. At *Rippon*, *Leeds*, *Halifax*, *Wakefield*, *Bradford*, and *Hathersfield*, are large Manufactories of broad and narrow Cloth, mixt, called Dozens, Kerseys, and some Shalloons; *Doncaster* is noted for Stockings, Gloves, and knit Waistcoats, as *Rippon* is for Spurs; and in several Parts are found Freestone, Fullers-Earth and jet. This is a great Dairy County, and sends a hundred thousand Firkins of Butter yearly to *London*, of which about fifteen thousand are shipped on the River *Tees*, from the Port of *Stockton*; fifty-five thousand is the average Quantity, one Year with another, brought into the City of *York*, and sent down the *Humber* in Keels, to be reshipped at *Hull*, and the remaining thirty thousand are sent from that Place, *Malton*, *Whitby*, and *Scarborough*. Among other Products of this County particularly, as well as others, that of Horses should not be forgot, which brings large Sums of Money into the Kingdom, there being few Princes in *Europe* who are not supplied from *England* with Saddle-Horses for their own Use, and for the Officers of their Armies.

This finishes the Counties in *England*; and I now proceed to those of *Wales*, of which the Commercial Description will be short, as they afford but very little towards the Support or Increase of Trade.

### 1. Anglesey

Is an Island encompassed on all Sides by the *Irish* Sea, except on the S. E. where it is parted from *Caernarvonshire* by the River *Menai* or *Menia*; it produces Cattle and Corn in plenty, with good Store of Mill-Stones to grind it.

And within the last seven Years, a new Source of Wealth, highly profitable to the Individuals who are the Proprietors, and very beneficial to the Nation has sprung up from the Soil of this District, in the rich Mines of Copper which have been discovered, and wrought to such Perfection, that this valuable Manufacture in Plates, or what they call Sheets, for sheathing the Bottoms of Ships, and covering of Buildings in the Room of Slates is become a considerable Article of Exportation, and of Home-Consumption.

The Rivalry between the new *Anglesey* Copper Company, and that of the *Cornish* Miners, long since established, occasioned some sharp Contests and Litigations at



at first ; but they are now happily subdued and a Union of Interests has taken place, to the Advantage of both.

## 2. Brecknockshire,

Like the preceeding, affords Cattle and Corn, with some Otter Furr ; and Brecknock hath a good Trade for Clothing.

## 3. Cardiganshire,

Besides the afore-mentioned Products of Corn and Cattle, has good Mines of Lead, some Copper, and a little Silver, though no Manufactures of any Sort.

## 4. Caermarthenshire

Affords more Plenty of all Things than the preceeding Counties, as it abounds in Corn, Cattle, and Salmon ; has Pits of Coal, and Mines of the best Lead ; besides which the Dairying Business, having been greatly improved of late Years in South-Wales, but more especially in this Part of it, the Town of Caermarthen, is become the Staple for it, and from thence are shipped about fifteen thousand Firkins of Butter for London yearly.

## 5. Caernarvonshire

Has plenty of Cattle and Corn, though no other Commodities, nor any Manufactures for Trade ; so shall pass on to

## 6. Denbighshire,

Which in many Parts is very fruitful, more especially in Rye, Goats, and Sheep. Denbigh is noted for Glovers and Tanners. Near Moinglatb, and in several other Parts, are good Lead Mines ; and large Parcels of Flannels are sold at Wrexham Market, with Huckaback Linen to the Value of 500*l.* weekly : Blankets are also made in this Part of the Country, and some Stockings both of Worsted and Yarn.

## 7. Flintshire.

This County has plenty of Cattle, which affords the Inhabitants greater Quantity of Milk for their Dairies than is possessed by their Neighbours, and of which they make more Butter and Cheese than they want. Here is likewise Lead, Pit Coal, almost sufficient to supply Dublin Market ; Mill Stones, and Honey enough to make good Store of Metbeglin, a Beverage which the Natives are very fond of.

## 8. Glamorganshire,

Of which the South Part is so fruitful as to be called the Garden of Wales, yet its Products are confined to Cattle and Corn, and the Natives' Attendance thereon is their sole Employ.

## 9. Merionethshire

Can boast only of Sheep for its Products, and wrought Cotton for its Manufactures ; so that it affords nothing for Enlargement in its Description.

## 10. Montgomeryshire

Is a delightful County, though noted for nothing but its Breed of Horses and Goats ; so that like many other Shires of this Country it might be passed over unremarked, did not my proposed Method require the contrary.

## 11. Pembrokeshire,

Though a very pleasant County, and abounding withall the Necessaries of Life, brings nothing to Trade, except some of the largest Salmon in Britain, taken near

near *Cardigan*, in the River *Tivy*, and consequently affords no Room for enlarging.

### 12. Radnorshire

Makes some Cheese, and breeds some Horses, with which it drives a small Trade, though hardly worth Regard.

To the preceeding Account of *England and Wales*, I must add this Observation; that besides the Products and Manufactures therein mentioned, several of less Import are dispersed in many Parts of the different Counties, as of Tanners, Pottery, &c. which all together produce Commodities to a very considerable Value: More especially the Manufactures of Porcelain at *Bow*, *Chelsea*, and *Worcester*, the two latter for ornamental, and the former both for this, and useful China, which are brought to such Perfection, as in many Respects to equal, and in some to exceed, the original Fabricks of the *Indies*.

Having finished my promised Description of the Southern Part of Great-Britain, with Respect to its Products and Manufactures, my intended Method now leads me to do the same by the Northern Part called *Scotland*, which is bounded on the South by the *Irish Sea* and *England*, from which it is divided by *Solway Firth*, and the Rivers *Eske* and *Kesh*, on the West Border, by the *Cheviot Hills*, in the middle Marches; and by the lower Parts of the River *Tweed* on the East Border. On the East it is bounded by the *German Sea*; on the North by the *Deucalidonian Sea*: and on the West by the great *Western Ocean*.

Its Situation is by some supposed to be from  $54^{\circ} 54'$  to  $58^{\circ} 32'$  of Latitude, and from  $158^{\circ} 40'$  to  $17^{\circ} 50'$  of Longitude; though by *Straloch's* Maps the Latitude is made to be from  $55^{\circ} 11'$  to  $59^{\circ} 20'$  and the Longitude from  $10^{\circ} 5'$  to  $16^{\circ} 0'$ .

Authors likewise differ as much about its Extent as they do in Regard to its Situation, though the Generality of them conclude it to be from the *Mull of Galloway* in the South, to *Dungsbayhead* in *Catbess*, North, about 215 *Scots* and 257 *Italian Miles*; and between *Buchaness*, on the East Sea, and *Ardnamurchan* Point on the West, near 140 *Scots* or 168 *Italian Miles*; and though it be thus long and broad, yet the Sea running up into the Land in some Places, and the Land thrusting out into the Sea in others, leaves no one House above forty or forty-five Miles distant from the latter.

The Division of it is into thirty-one Shires and two Stuardies, of which I shall briefly speak in alphabetical Order, and then give an Account of their Products and Manufacturers together.

### 1. Aberdeen.

This Shire is far from being unfruitful, as the Plains produce all Sorts of Corn, and the Mountains good Pasturage; the neighbouring Sea affords Plenty of Fish, and a sufficient Matter of Reproach to the Natives for their Negligence, in permitting the *Dutch*, for so many Years, uninterruptedly to reap those immense Gains they have done from these Coasts, without being animated by their Example, at least to Share the Profits with them, which I hope they will now be taught to do, by the Establishment lately made for this Purpose. Hitherto they have contented themselves with the Salmon, Trout, and Perch Fishery, in which the Rivers of this Shire abound almost to a Prodigy; and here are likewise found many Shells with Pearls of a large Size and good Colour. The Women in this County are noted for spinning a fine Linen Yarn, which they sell to the Fabricks of *Aberdeen* in great Quantities; and is there manufactured into Cloth of a very good Quality, as is also done at *Strathbogy*; large Parcels of worsted Stockings are also made here, and of these, some so fine, as have been sold for fourteen, twenty, and thirty Shillings a Pair. They pickle and pack in Barrels great Quantities of Pork for Exportation, as they do Meal and Corn; and indeed the Inhabitants of this City may justly be deemed universal Traders.

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2. *Aire*

Contains the three great Bailiwicks of *Scotland*, viz. *Carrick*, *Kyle*, and *Cunningham*, which differ in the Fertility of their Soil, though none of them are barren: they produce Corn and Cattle, as the preceding Shire does, but not in such Plenty; and the Inhabitants, being an industrious People, are many of them employed by the Merchants of *Glasgow* and other Places, in their Herring Fishery. The River *Aire* abounds with Salmon and Trout; as *Lady-Isle*, about five Miles from the Town of *Aire*, does with Fowl and Rabbits; and from *Irwin* great Quantities of *Scotch* Coal are exported for *Ireland*.

3. *Argyle*.

This Shire is generally fitter for Pasture than Tillage, though it produces Corn in great Plenty; its Rivers afford Abundance of Salmon, as its Coasts do of Herring, Cod, and Whittings; *Lorn* is the pleasantest and most fruitful Part of it, and the Inhabitants are more given to Fishing and Hunting than to any Manufactures.

4. *Bamff*

Is very fertile, and the Generality of the Country well furnished with Grass and Corn, as the Rivers are with Salmon, of which here is a very advantageous Fishery. In *Balvenie* is found the Stone of which Allum is made; and near *Strathblya*, such a Quantity of those for Lime, that they build their houses with it, extra of what they sell, which brings in great Profit; as their Commerce of fat Cattle, and fine Linen, disposed of in their weekly Markets, does at the Village of *Keith*. In *Balvenie* there is a Rock of very good Whet-stones and Hones, sufficient to supply the whole Isle; and as they are so abundant, the Neighbours cover their Buildings with them instead of Slates.

5. *Berwick*

Was originally a *Scotch* Town, and has never to this Day been accounted any Part of *England*; it has divers Customs distinct from those of either Kingdom; and is privileged as a Place of Liberty of itself; it was formerly the chief Town of the *Morfe*, or *March*, which is still called the Shire of *Berwick*.

This County is very fruitful in Corn and Grass, with the former of which and Salmon, *Berwick* carries on a great Commerce; as *Duns*, famous for the Birth of *John Duns Scotus*, does for a weekly Market for Cattle and other Things, so that it has the best Trade in this County.

6. *Butte, Bute, Boot*

Is a small Island near the Coast of *Argyle*, about ten Miles long, and a Shire of itself, whose Sheriff has also under his Jurisdiction the Island of *Glotta* or *Arran*; both these Isles are tolerably fertile, and their Produce of the same Nature with that of the other *Western* Islands; *Bute* is besides famous for its Herring Fishery, as *Arran* is for the Salmon, taken in its several Rivers, and for the Herrings, Cod, and Whittings on its Coasts.

7. *Caitbnefs*

Being the northernmost Part of *Scotland*, and lying low on the Coasts, produces only Corn, though the Mountains abound with Sheep, Goats, and black Cattle; of which latter large Drovers are sent to *England*, and chiefly disposed of in the Counties of *Norfolk*, *Suffolk*, and *Essex*; it is supposed by some that Lead, Copper, and Iron, may be found in these Parts, though as yet no Mines have been opened of either; and whatever the Indications may be of these Riches, no one has hitherto attempted a Search after them, either through a Want of Faith or Funds, or both.

## 7 T

8. *Clack-*

8. *Clackmannan,*

Though but a small, is a fertile County, both in Corn and Pasturage, and likewise abounds in Salt, and produces more Coals than any Part in *North-Britain*, which are exported to *England, France, and Holland.*

9. *Cromartie*

Is a woody Country, and noted only for the Pearls found in the Waters of *Corron*; so I pass on to

10. *Dunbarton or Dumbarton,*

Of which as little can be said, in Regard of its Products, as of the preceding County; the Lowlands yielding Corn, as the Uplands do Pasturage, besides which nothing is found here to promote Trade.

11. *Dumfries, with the Stewarty of Annandale.*

The Soil of this County is more suited for the Grazer than the Farmer, and a tolerable Trade is carried on by the Natives in Cows and Sheep. Near *Wacchopdale* the People make Salt of Sea Sand, which is a little bitterish, supposed to proceed from the Nitre with which it is impregnated. *Dumfries* is a considerable trading Town, well filled with Merchants, as its Port is with Shipping, though the Woollen Manufacture that formerly flourished here is now decayed.

12. *Edinburgh, or Mid-Lothian.*

This Tract of Land is plentifully furnished with all Necessaries for Life, and some for Trade, as it produces Corn and Cattle of all Sorts, Abundance of Cod, Lime-stone, and Salt; and near the Water of *Leith* is a Mine of Copper. *Edinburgh*, the Capital of this Shire, and of *Scotland*, is a noble City, though built on a Spot incommodious for Trade, so that *Leith* is the Port to it, from whence, as may reasonably be supposed, a very great Traffick is carried on; though this might be vastly increased, had the Temper of the People led them to the Continuance and Establishment of Manufactures; but those they had before the Union are mostly laid aside, as the Inhabitants are more conveniently supplied since with all Sorts of Commodities from *England.*

13. *Elgin*

Takes its Name from the *Royal Burgh* so called, and is a very fruitful Part of the Country, as well in Corn as Cattle; *Leffie* may properly be called its Harbour, not lying far distant, and is a Place of good Business. At a Village called *Germach*, are annually pickled and exported from eighty to a hundred Laits of Salmon, all taken in the few Summer Months, and within the Space of a Mile.

14. *Fife*

Is an excellent Spot of Ground, abounding with Grain and Pasture, and in some Places with Lead Ore and Coal; its Seas are well filled with Fish, as well those guarded with Scale, as Shell. At *Dumfermline* is a Manufacture of Diaper and other Sorts of good Linen, which is the Sole Employ of its Inhabitants, and those of the neighbouring Towns.

15. *Forfar, or Angus,*

Has several Quarries of Free-stone and Slate, with which a good Trade is driven; near the Cattle of *Inner Markie*, are Mines of Lead; and Iron Ore is found in Plenty near the Wood of *Dalbogne*. The higher Ground, called the *Brac*, supports Abundance of red and fallow Deer, with Roebucks, and Fowls; and the Salmon Fishery here is very considerable.

16. *Had-*

16. *Haddington.*

Contains *East Lothian*, which, like the other Part of *Lothian*, is a fine Country; the chief Towns are *Dunbar* and *Haddington*, of which the former had once a large Herring Fishery, where they cured them in the same Manner as at *Yarmouth*, though not with the same Perfection for their Preservation, so that this Business is now come to Decay; as has been the Fate of a considerable Woollen Manufacture that once flourished at *Haddington*, when, before the Union, *English* Cloth was prohibited in *Scotland*; but, when that was once concluded, the Clothiers from *Worcester*, *Gloucester*, *Wilts*, *Somerset*, and *Devonshire*, poured in their Goods so fast, and underfold the *Scots* so much, as reduced them to a Necessity of quitting their Fabricks, for the greatest Part; and at this Place to content themselves with Spinning, Dying, and Weaving of another Sort.

17. *Inverness.*

Abounds in Iron, and with it its necessary Concomitant, large Woods of Fir and Oak; other Parts of the Shire are very fertile; and at the Town of *Inverness*, there are Manufactures of Linen and Plaids, whose weekly Market is plentifully supplied with Butter, Cheese, and Goats Milk, though all very bad, and shamefully nasty in their Kinds; up the River is a very great Salmon Fishery, which, when cured, is embarked at this Town, being conveniently situated for Trade.

18. *Kincardin.*

This County is fruitful in Corn, Pasturage, and Timber, having above five Millions of Fir Trees, besides vast Numbers of many other Kinds, planted in less than a Century past. *Paidykirk* has an annual Fair, continuing three Days, where the principal Commodity sold is coarse Cloth, commonly transported to the *Netherlands*.

19. *Kinross.*

Is a small Tract of Ground, in which there is nothing remarkable, but a Lough abounding with Pikes, Trouts, and all Sorts of Water-Fowl.

20. *Lanerk.*

The chief City of this Shire is *Glasgow*, and the best Emporium of the West of *Scotland*, though *Lanerk* is the County Town; the Country abounds with Coals, Peat, and Lime-stone, but most advantageously with the Lead Mines belonging to the *Earl of Hopton*, near which large Pieces of Gold have been found after hasty Showers, and Lapis Lazuli dug up without much Difficulty. *Glasgow* is, in Regard of its Trade and Grandeur, only inferior to *Edinburgh*, having a considerable Number of Merchants residing here, and no small Fleet of Ships belonging to them for executing their commercial Projects, as well in *America* as elsewhere. Their Share in the Herring Fishery brings great Advantages to the City, as they have a Method in their Cure that makes them equal to the *Dutch* ones; here are some Sugar-Bakehouses, a Manufacture for Plaids, and another for Mullins and various Linens, of which large Parcels are sent abroad.

21. *Linlithgow, or West-Lothian.*

This County in general abounds with Corn-Fields, Meadows, and green Hills, which afford Pasturage for large Flocks of Sheep and other Cattle; the Rivers and neighbouring Seas abound with Fish; and here is Plenty of Coals, for Fuel and Exportation; at *Preston Pans*, and elsewhere are made great Quantities of Salt. At *Linlithgow* is a large Manufacture of Linen, and the Water is experienced to be of such an extraordinary Nature for Bleaching, as to induce many People to bring their Linen for Whiting here, to the no small Advantage of the Place.



22. *Nairn.*

The Soil of this County is fruitful and rich, the lower Part bearing Plenty of Corn, whilst the upper Parts flourish with Pastures fit to graze Cattle for fattening and the Pail; and indeed here is nothing wanting that any other Part of the Kingdom produces.

23. *Peebles, or Tweeddale,*

Enjoys a temperate Climate and a clear Air; its Mountains are clothed in a beautiful Verdure that affords Pasture for large Flocks of Sheep, bearing an excellent Wool, of which the greatest Part is sold into England; the Rivers abound with Salmon, and the Vallies near them are fruitful in Corn and Grass. Here are some Coal Mines, with Plenty of Turf for Fuel; and the Lake called *West-Water* produces such Quantities of Eels and other Fish, about August, that during a West Wind they shoot in such Shoals into a small River running from the Lake, as sometimes to overthrow the People who go in to catch them.

24. *Pertb*

Is very fruitful in Grain, more especially in that Part of it called *Gowry*, which is very remarkable for its noted Corn Fields, as the River *Keith* is for its fine Salmon Fishery. *Culrofs* is noted for its Trade in Coals, Salt, and Girdles. The *Ochil* Hills are said to abound with Metals and Minerals, particularly with good Copper, and *Lapis Calaminaris*, and at *Glen Lion* with Lead. At *Pertb*, the second Town in Scotland for Dignity, is so considerable a Manufacture for Linen, as to supply all the neighbouring Territory in some Branch of it; and as the *Tay* is navigable up to the Town for Ships of good Burthen, they here embark vast Quantities of it for England; this River also furnishes the Town with fine Salmon in prodigious Quantities, which is carried to *Edinburgh*, and other Parts where this Fish is wanting, besides barrelling up large Parcels for Exportation, as the Merchants of this Place carry on a very considerable foreign Trade.

25. *Renfrew.*

This is in general a more pleasant than fertile County, though it furnishes sufficient Necessaries for the Natives, and that Part bordering on the *Clyde* is very fruitful. At *Greenock* is the chief Seat of the *Western* Herring Fishery; and at *Paisly*, and for three Miles above it, in the River *Whitecart*, are found many Pearls esteemed for their Size and Beauty.

26. *Rosb.*

Is fertile in Corn, except toward the Shore next *Murray* Firth; though it abounds with Woods and Pasture, which furnishes Food for its numerous Herds of Cattle, Goats, and Deer. At *Loch-ew* great Quantities of Iron were formerly made, and a little farther North *Loch-Brien* runs into this County, and is celebrated for its noble yearly Fishery of Herrings, whose Quantities are inconceivable, except by Eye-witnesses of them: The Rivers of this County produce fine Pearls, and the District of *Tayn* is a very fruitful pleasant Country.

27. *Roxburgh,*

Fruitful in Corn and Pasturage, abounds also in Herds of Cattle of the best Breed in Scotland, both for Size and Goodness. *Kelfo* is a Town of good Trade, as are several others in this County.

28. *Silkirk*

Produces but little Corn, the Country being fitter for the Grazing Trade than the Plow; and accordingly the Inhabitants principally subsist by it, as they raise and feed great Quantities of Cattle, which they send to England for Sale.

29. *Stirling,*

Is very fruitful of Sheep and as its Manufactures and proves enabled to

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And from Shires may b Quantities of up into Liner Damasks, &c Iron, Copper bergis; gre Turbots, Ma Otters, as th various Uses the Coast of Grain, Cattle Markets, as

29. *Stirling, or Striveling*

Is very fertile both in Corn and Grass, which feeds and fattens large Flocks of Sheep and Black Cattle. Its Rivers very plentifully supply it with Salmon, as its Mines do with Peat and Coals; at *Stirling* there is a very considerable Manufacture of Serges and Shalloons, which in Make and Dye are very good, and proves a great Support to the poor People employed in it, as they are thereby enabled to live very comfortably.

30. *Sutherland, including Strathnavern*

Though a northern Province, is more fruitful in Corn and Pasturage than could be expected from its Situation; it abounds with Fish, Fowl, Sheep, black Cattle, Goats, and Deer; here is one Sort of Bird peculiar to the Country, which is called *Knag* by the Natives. This Shire abounds with Lakes and small Rivers, in which are sometimes found Pearls of great Value; as also in Silver, Iron, and Coal Mines, Quarries of Free-stone, &c. but all very much neglected: *Strathnavern* is Part of the County, and being very mountainous, produces but little Corn, yet is very abundant in all Sorts of Cattle, as its Lakes and Rivers are in Fish, more especially Salmon; they have Iron also here, and both this and the other Part of the Shire export very considerable Quantities of Salt Beef, Hides, Deer, and Sheep Skins, Tallow, Butter, Cheese, Cod, Salmon, Wool, &c.

31. *Wigtoun*

Comprehends also the West Part of *Galloway*, which produces excellent Wool, and briik hardy little Horses, called after the County, *Galloways*; the Rivers abound with Salmon, and both Parts having several good Harbours, they might carry on a much better Trade than they do, was the Industry of the Inhabitants correspondent with the Products of the Country.

Besides the thirty-one preceding Sheriffdoms, which send Members to Parliament, there are two Stewarties, viz. *Kirkcudbright* and *Orkney*, the former being in its Products similar to *Wigtoun*, just now mentioned (of which it is a Part;) though the latter is very different, and consists of the Isles of *Orkney* and *Shetland*, which being many, their Soils are various, though in general they are fertile, notwithstanding they lie so far North, and are fruitful in Corn and Cattle. The Author of *The present State of Great-Britain*, says, that in *Pomona* (the largest of the *Orkades*) there are several Mines of good white and black Lead, and that its Lakes and Rivulets abound with Salmon; Salt is made at *Sanda*, and from these Islands together are yearly exported large Quantities of Butter, Tallow, Hides, Barley, Malt, Oatmeal, Fish, salted Beef, Pork, Rabbit Skins, Otter Skins, white Salt, Stuffs, Stockings, Wool, Hams, Quills, Down, and Feathers. The Isles of *Shetland* differ very much from the *Orkneys*, as they have but little Corn of their own Growth, so are obliged to import it from the others, though they have Abundance of Fish on their Coasts, and an equal plenty of Cattle on their Lands: They have Manufactures of coarse Cloths, Stockings, and knit Gloves for their own Use, and some they sell to the *Norwegians*.

And from this Description of the Products, and Manufactures of the different Shires may be collected, that *Scotland* furnishes to the trade of *Great-Britain* large Quantities of Wool, wrought, and unwrought; Hemp and Flax, crude and worked up into Linens coarse and fine; Hollands, Cambricks, Muslins, Callicoes, Dornick, Damasks, &c. Plaids (in which they excel all Nations both in Fineness and Colours) Iron, Copper, and Lead both white and black; Pearls, Coral, and sometimes Ambergris; great Quantities of Fish, such as Whales, Herring, Salmon, Cod, Ling, Turbots, Mackarel, and sometimes Sturgeon; among these may also be reckoned Otters, as they are Amphibious Creatures, and produce a Wool which serves for various Uses. *Scotland* also affords Fullers-Earth, some Sperma Ceti (found on the Coast of the *Orkades*) Coal, Marble, Agate, Crystal, &c. different Sorts of Grain, Cattle, Butter, Cheese, Timber, &c. of which some are sent to different Markets, as will be remarked when I speak of the Imports and Exports of this

Kingdom, which I shall do subsequent to the short Description I have to give of the Counties in *Ireland*, to which I am now led in the Prosecution of my Scheme.

**IRELAND.** *Ireland* is divided into four Provinces, viz. *Connaught*, *Leinster*, *Munster*, and *Ulster*; and these again subdivided into Counties, of which *Connaught* contains *Galway*, *Letrim*, *Mayo*, *Recommon*, *Slego*, and *Thomond*; *Leinster* consists of *Catberlagh*, *Dublin*, *East-Meath*, *Kildare*, *Kilkenny*, *King's County*, *Longford*, *Queen's County*, *West-Meath*, *Wexford*, and *Wicklow*; *Munster* is composed of *Cork*, *Kerry*, *Limerick*, *Tipperary*, and *Waterford*; *Ulster* contains *Armagh*, *Antrim*, *Cavan*, *Down*, *Downpatrick*, *Fermanagh*, *Londonderry*, *Louth*, *Monaghan*, and *Tyrone*; of all which briefly and in Order.

#### 1. *Galway*

Is a County very fruitful to the Farmer, and not less advantageous to the Shepherd; its chief City is called after the County, and is a Place of great Trade, being finely situated for carrying it on, in a Harbour capable of containing a large Fleet of Ships, called the Bay of *Galway*.

#### 2. *Letrim*,

Though a very hilly Country, produces Plenty of a rank Sort of Grass, which feeds almost an infinite Number of Cattle, so that Grazing is here the principal and indeed almost sole Employ.

#### 3. *Mayo*.

A District very different from the preceding, as it is very fertile, and remarkably rich in Cattle and Deer, besides being celebrated for its producing a large Quantity of fine Honey.

#### 4. *Recommon*,

Being a plain Country, is suited to the Plow, and with very little Labour becomes fruitful, and yieldeth Plenty of Corn.

#### 5. *Slego*,

Though not abounding in Grain, is a very plentiful County both for breeding and feeding Cattle; so that besides the Advantages arising from the fattening them, the Fleece and the Pail proclaim the Riches of the grazing and dairy Trade. *Slego* had in the Year 1723 eighteen Ships, with 880 Tons, belonging to its Port.

#### 6. *Thomond*

Is a very fruitful Soil, abounding both in Tillage and Pasturage; besides which it enjoys the Advantages of a commodious Situation for Trade and Navigation.

#### 7. *Catberlagh*.

This County enjoys a Diversity of Soil, all contributing as well to Pleasure as Profit; its terrene Fertility being blended with the advantageous Products of the Woods; and the Beauties of *Ceres* and *Faunus* contributing by their Contrast to form a delightful Landkip.

#### 8. *Dublin*

Produces Corn and Grass in Plenty, and consequently cannot be destitute of Cattle, though it is of Wood, so that the Fuel is only Peat dug here, and Coal brought from *Wales* and other Parts of *Great-Britain*. The City of *Dublin* is the Capital of *Ireland*, and esteemed the best built of any one in the three Kingdoms, next to *London*; it carries on a great Trade, has large Manufactures, and in the aforesaid Year 1723, had 1834 Vessels, with 90,758 Tons, appertaining to it.

#### 9. *East-*

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9. *Exeter*

Is a County very rich, pleasant, and populous, affording an Employ for the Grazier, Farmer, and Manufacturer, carrying on a good Trade, more especially from the chief Town of *Trim*.

10. *Kildare*,

Not unlike the preceding, being rich and abundant in all Necessaries of Life, and furnishing Sundries for Trade.

11. *Kilkenny*,

In Plenty of all Things, is inferior to no other Part in this Kingdom; the chief City, bearing the County's Name is very large and strong, and the most populous, rich, and best trading inland Place in *Ireland*.

12. *King's-County*

Is a Spot not near so fertile as some others, and therefore affords but little to be said in its Favour.

13. *Longford*,

Though a small, is a very rich and pleasant Country, abundant in Products, both for the home Consumption and Sale.

14. *Queen's-County*.

This is a poor County, full of Woods and Bogs, productive of very little Corn, though it is something more abundant in Cattle, to which its whole Riches are confined, with the Exception of what their Timber produces.

15. *West-Meath*

Abounds in Plenty of all Things, and for Fertility and Populousness is inferior to no County in this Kingdom, which enables it to furnish Trade with several Commodities.

16. *Wexford*,

Like the preceding County is very fruitful, and produces Plenty of Corn and Grass; it likewise abounds in Cattle; and *Wexford*, the Borough Town, was formerly reckoned the Chief City in all *Ireland*; and though it is not so now, it yet continues a Place of good Trade, having a very commodious Haven at the Mouth of the River *Urem* or *Slany*, to which belonged, in 1723, twenty-one Ships, with 640 Tons.

17. *Wicklow*

Must neither be counted fertile, nor barren, being of a middling Nature, and consequently its Products do not greatly increase or improve Commerce; its Port, of this Name, however had appertaining to it, in 1723, twenty-one Ships, with 799 Tons.

18. *Cork*.

It is, including *Desmond*, the largest County in *Ireland*, though counted very wild and woody; it has several good Trading Towns, as *Youghill*, *Kinsale*, *Rosfe*, *Baltimore*, but above all, the Capital of the County, *Cork*, which is a Place from whence great Exports are made, having a very Commodious Harbour, and being otherwise conveniently situated for that Purpose; it had, in the Year 1723, six hundred and ninety Ships, with 36,526 Tons, belonging to it; *Youghill* fifty-one Ships, with 2153 Tons; *Kinsale* forty-four Ships, with 2214 Tons; *Rosfe* twenty-seven Ships, with 1591 Tons; and *Baltimore* thirty-eight Ships, with 1193 Tons.

19. *Kerry*

19. *Kerry*

Has its Mountains generally covered with Wood, and its Vallies enriched with Corn Fields; *Dingle* is the chief Town, well situated for Trade and Navigation, on a large Bay of the same Name, and the westernmost of any Note in all the Kingdom, and had, in the above-mentioned Year, appertaining to it, six Ships, with 288 Tons.

20. *Limerick*

Is a fertile Country and well inhabited, being mountainous towards the West, and the Rest plain. *Limerick*, the Capital, is an elegant, rich, and populous City, whose trade is very considerable; for though its Distance from the Sea is about fifty Miles, yet Ships of Burthen may come up to the very Walls, and in the aforesaid Year it had belonging to it seventy-one Vessels, with 3443 Tons.

21. *Tipperary*

Towards the South is exceeding fruitful, though the other Parts of it not so; its Products furnish something towards Trade, though it has no Place well situated for carrying any on.

22. *Waterford*,

A most delightful Country, whether considered in Regard to Riches or Pleasure; and *Waterford*, the chief City, and the second for Bigness in the Island, is very wealthy, populous, and well situated for Trade, in which it is very considerably engaged; and its Exports are as large in Leather, Butter, &c. as most in the Kingdom; it stands at a good Distance from the Sea, yet Ships of a large Burthen may come up to, and safely lie at the Key, of which it had of its own, in 1723, 176, with 7554 Tons.

23. *Armagh*.

This County, for Richness and Fertility of Soil, is supposed to surpass any in *Ireland*, though being destitute of Places of Trade within itself, its Product serves to swell the Number of those that integrate the Commerce of its better situated Neighbours; it is, however, fully employed in the manufacturing Linens, which supply its Want of the exporting Business.

24. *Antrim*

Is sufficiently fruitful, and is one of the five Counties that are fully employed or embarked in making Linens: its chief Town *Carrickfergus*, or *Knockfergus*, is very rich, populous, and a Place of good Trade, being commodiously situated for it on a Bay of the same Name, with an excellent fine Harbour; to which we may add *Belfast*, about eight Miles distant, seated at the Mouth of *Lagen*-Water, as it is a thriving Town, and daily improving, having three hundred and seventy Sail of Vessels, with 9180 Tons, appertaining to it in 1723.

25. *Cavan*

Affords little worth Regard in a Work of this Nature, as the sole Employ of the Inhabitants is spinning Thread for the Linen Manufactures in other Parts.

26. *Down*.

A very fertile Spot in general, though some Parts are incumbered with Woods and annoyed by Bogs; here are some Towns with a pretty good Trade, lying on *Carrickfergus* Bay, &c. but the principal Employ of the Natives is the Linen Manufacture, carried on to as great a Height in this as in any other County of the Kingdom.

27. *Donnegal*

Is a fine District in the Inhabitants to Advantages. as the Year, 1 king Linens

So like to

A County some Places of which in 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 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27. *Donnegal*

Is a fine champagne Country, and with many more Havens than any other District in the Kingdom; so that its Situation for Trade naturally encourages the Inhabitants to improve and fall more into it, than other Parts destitute of similar Advantages. *Killebegs* had six Vessels, with 355 Tons, belonging to it so far back as the Year, 1723; and a large Quantity of Thread is spun in this County for making Linens in its Neighbourhood.

28. *Fermanagh*.

So like to *Queen's-County*, that one Description may serve for both.

29. *Londonderry*.

A County something champagne, and very fruitful in Corn, Cattle, &c. it has some Places of Trade, though none of so much Consequence as *Londonderry*, which in 1723, had fifty-eight Ships, with 2281 Tons, belonging to it, and *Coleman* thirty-four, with 796 Tons: this is a Part of the Country very considerable for its Linen Manufactures, in which the major Part of the Inhabitants find a full Employ.

30. *Louth*

Is a County abounding in Forage, and otherwise sufficiently fruitful, carrying on a very good Trade, from the many Towns it has well seated for commercial Engagements, as *Dragbeda*, *Dundalk*, *Carlingford*, &c. of which the first had in the aforesaid Year a hundred and eighty-five Vessels, with 4715 Tons, and *Dundalk* two hundred and thirty-two Ships, with 4302 Tons, appertaining to them.

31. *Monaghan*.

Only to be mentioned for Method Sake, as it is a Territory covered with Hills, and these with Woods, without any Scite or Products for Trade, except what the Natives procure in spinning Thread for the Linen Fabricks of other Parts.

32. *Tyrone*.

This is a rough and rugged Country, but withal sufficiently fruitful, though without affording any Thing particular to remark in Regard to Trade, except its extensive Linen Manufacture, which affords the Natives a very comfortable Support.

From the preceeding Account of the Shires, may be collected that the Products and Commodities of *Ireland* are, Cattle, Hides, Tallow, Suet, great Quantities of Butter and Cheese, Wood, Salt, Honey, Wax, Furs, Hemp, Linen and Woollen Cloth, Frizes, vast Store of Wool, coarse Rugs, Pipestaves, Hoops, Salmon, Herrings, Pilchards, Lead, Tin, and Iron, of all which I shall remark what serves for Exportation, when I come to speak of the foreign Trade of this Kingdom in its proper Place; but shall, previous thereto, treat of the general Traffick of *Great-Britain*, in the Method I formerly proposed, viz. by dividing it into the home and foreign; though in this some Difficulty occurs, as they are too much blended to admit of an easy and nice Separation. Our home Trade, which is certainly the greatest in *Europe*, being considerably encreased by our Importation of many foreign Commodities, as Wines, and Brandies, Oranges, Lemons, Raisins, Almonds, Figs, Spices, Anchovies, Capers, and Olives, all consumed within Land, and mostly by a retail Trade; raw and thrown Silk, Linen and Cotton Yarn, *Spanish* Wool, &c. all manufactured here; Materials for Dying, such as Woad, Madder, Sumach, Orchil, Indigo, and Cochineal; Oil, both edible and for cleansing our Woolens, &c. These and many more imported Commodities, are mixed with our Products and Manufactures to the Supply of our Tradesmen's Shops, and the constituting that one immense Article called the *home Trade*. I might here expatiate on the Sub-

ject; and add, that all those Goods used in our Fabricks, do not only pass through the Hands of the Weaver to that of the Shop-keeper, as raw Silks are first dyed, spun, and thrown, before they are woven, and so lose their Species to become an *English* Manufacture; Cottons pass pretty near the same Transformation; and almost all these consumed amongst us. But the principal Branch of our home Trade, and in which an infinite Number of Hands are employed, is our Woollen Manufacture, whose Importance will be demonstrated, by explaining the many different Steps taken towards its Perfection; for though on a transient View it seems soon and easily performed, yet the *Apparatus*, rightly regarded, will be found to be very considerable, and almost equal to the Manufacture itself, as the Materials must be differently prepared, and pass through so many Hands before they come to the Finisher, and after him to the Tradesman.

The Wool and Oil have been already mentioned as the great Principles of the Manufacture in general, as these are brought by different Channels to the Artisan, and indeed pass a long Way in the ordinary Channel of Trade, before they meet at the Clothier's House.

The best Oil for this Purpose comes from *Gallipoli*, and most of the imported Wool from *Ireland* and *Spain*, the Quantity of that from *Turkey* and *Barbary* being but small; though the principal Fund of this Manufacture is the Produce of our own Sheep. This Wool takes a great many different Turns through many Hands, and appears in a Variety of Shapes; suffers several Operations and Changes, before it arrives at the Clothier's; and in these various Alterations, or Mutations of its Species, it may justly be said to be for some Time the Employ of different Tradesmen, and thereby considerably to augment our home Trade.

The Wool is first taken from the Sheep's Back, either by the Shearer, Farmer, or Fellmonger, and generally sold to the Staplers, who are a considerable Set of Tradesmen scattered over the Kingdom in order to make these Purchases, and who afterwards convey it to the first Part of its Manufacture, by selling it for Combing and Carding. This Operation is succeeded by the next, that of Spinning; though previous hereto, an occasional Branch of Business intervenes, I mean that of Carriage, which is far from being inconsiderable, as none of the Wool is spun where it grows; and thus it must be sorted, oiled, combed, carded, spun, and otherwise prepared, before it becomes fit for the Loom, which I mention to shew the Greatness of this Business, though the whole must not be called a home Trade, as it furnishes a principal Branch of our Exports to all Parts of the World.

Another Part of our home Trade is that inconceivable Branch of Land and Sea Carriage; the Process of the Coal Trade from the Mine to the Consumer: The Portage of Butter, Cheese, and all other Commodities, from Place to Place, but more especially of Corn, Malt, and Meal is prodigious; and though this is neither Buying or Selling, Making or Manufacturing, Planting, or Reaping, yet it must be reckoned a Part of Trade, as carried on by those who are justly called Tradesmen; and were it possible to calculate the immense Sums of Money which this Business annually produces, the Number of Men, Cattle, and Ships that it constantly employs, with the consequentially necessary Retainers, of Ship-Carpenters, Wheelwrights, &c. my Reader might form some Idea of the Vastness of this Commerce, and the Importance of the People who carry it on.

Besides which, our Country furnishes for home Consumption, as well as Exportation, many Things too tedious to be enumerated in the Limits I have prescribed myself, so should now commence my Account of our foreign Trade: But as its Advantages to *England* have been contested, by Men even of Genius and Parts, and an extended Trade by them denied to be beneficial to us, I shall endeavour to prove the contrary, and to remove any Doubt that may still remain with some People about it, though I should have thought the successful carrying it on above two Centuries, should have rendered this needless. The Author of *Ways and Means* has taken Notice of this Proposition, and being more equal to the Task of Replying than I can presume to be, I shall join his Sentiments to my own on the Subject, as I think they carry Conviction with them.

The Cavillers against Commerce seem to do it out of a bigotted Zeal for the landed Interest, asserting, that our own native Product is both sufficient for our Support at home, and to defend us against our Enemies from abroad; they imagine, and therein

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do not err, that our own Soil plentifully supplies us with the common Wants and Necessaries for Life, such as Food or Raiment; they think, that extra of what we consume at home, our Fishery, and the Exportation of our Woollens, Tin, Lead, Leather, &c. may fetch us such Goods from abroad, as are of absolute Use; and from these Considerations are always warm in what regards the Land, but more careless and indifferent in the Concerns of Trade, than is consistent with the Welfare, and perhaps compatible with the Safety of the Kingdom.

If the following Particulars are duly considered and attended to, it will plainly appear, whether we are able to subsist by our own native Strength or not; as first, it should be strictly examined what is the real Value of the Fish we cure, either at home, or in our Plantations; and what our Woollen Manufactures, Tin, Lead, Leather, &c. may really yield us in the Markets abroad: For though the annual Exportation of these Commodities is a certain Wealth to the Nation, yet a Deduction must be made from the Profits, for the necessary Import of the Materials for building and rigging of Ships, *Spanish* Wool to improve our finer Sort of Drapery, raw Silk, dying Drugs, Salt-petre, Salt for our Fishery, and many other Commodities, without which several of our Manufactures could not be carried on; and besides these, our Luxury and Depravity of Manners have introduced among us the Use of many Things from abroad, as Wine, Oil, Fruits, Spices, fine Linens, Silks, Jewels, &c. which it would be difficult now to pass without, Custom becoming a second Nature. It is true, a Restraint might be laid by sumptuary Laws, but as these have been so long discontinued, they are become almost Strangers to our Constitution, and could not be revived without Murmur and Repinings; so that the Proof of the Advantages arising from Commerce would not be difficult, or that these Advantages are not to be slighted as immaterial to the national Welfare.

I will allow that a rich Soil may not only nourish its Inhabitants, but enable them with the Overplus to purchase a little foreign Luxury, provided they be moderate in their Appetites, and a small Share will satisfy and content them; ancient Frugality must be restored, Rents be admitted in Kind, and Landlords contented to live among their Tenants.

I could add much more in Support of the Argument proposed, but must content myself with having offered the few preceding Remarks in its Favour, and shall now pass forward to my intended Account of our foreign Trade;

And I begin first with *France*.

#### *Of the Commerce between Great-Britain and France.*

**N**O commercial Subject whatever has undergone so much investigation, so strict a Scrutiny, nor such severe Censures as the trading Intercourse between *France* and *Great-Britain*. The Contention lasted upwards of One Hundred and Fifty Years, and has at length terminated in a Treaty of Commerce, an Event no one commercial Writer would have ventured to predict; and which the Editor of this Work, alone, presumed to advise as a political Measure of the first Importance, if practicable; at the same Time, thinking it highly improbable, from the Prejudices subsisting in both Kingdoms against each other, and the firm Persuasion of the Subjects of *Britain*, that no Plan of Commerce beneficial to them could be proposed. On the other Hand, the French Government shewed no Desire to enter into any Negotiation of the Kind, whilst a considerable clandestine Trade was carried on from their Coasts to ours, in those valuable Articles Teas, Wines, Brandy, Laces and Cambrics, prodigious Quantities of each being smuggled into *Great-Britain* and *Ireland*, to the great Detriment of the public Revenue, and of the Trade and Manufactures of these Kingdoms.

But when the wise Measures adopted by the *British* Government in lowering the Duties upon the Importation of Teas, and the Regulations respecting Wines and Spirits began to take Effect to such a Degree as nearly to suppress the chief Branches of this illicit Trade; the Ministry of *France* began to think seriously of a Treaty of Commerce with *Great-Britain*. Political Causes, which we cannot enter into in this Place, likewise contributed to change the System of Commerce for the reciprocal Benefit of both Countries.

From the Year 1663, to 1778, we read of nothing but heavy Complaints from all our commercial Writers, concerning the Losses sustained by *Great-Britain* by the lawful and unlawful Trade with France; the Balance of which in some Years, during Times of profound Peace, was stated to amount to more than 1,000,000*l.* Sterling, against us, independent of the Specie carried out of the Kingdom, to support *English* Families residing in *France* and occasionally visiting *Paris*.

The great Alteration therefore which has been effected by the following Treaty of Commerce, redounded to the Honour of the *British* Ministry under whose Administration it was concluded; and it is earnestly to be wished it may be renewed at the Expiration of the Term stipulated. At present indeed, the *Boi*, of the People in *France* consider it as too favourable to *Britain*; but we hope the more enlarged Ideas of Policy and Commerce which their new Government has introduced, will be the Means of continuing the friendly Sentiments now entertained by the moderate and reflecting Part of the Inhabitants of both Countries for each other; and lay the Foundation for a permanent Peace of very long Duration, which must be much more for the Interest and Prosperity of these once rival Nations, than those repeated Wars, most of them springing from commercial Causes, which so often disturbed the Repose of Europe, and exhausted the Treasures of the contending Powers; not to mention the inhuman Effusions of Christian Blood, in direct Contradiction to the mild Principles of that Religion which the Rules of both Countries professed to believe and follow, and in open Violation of the most solemn Treaties profanely made, in the Name of the Holy, Blessed and Undivided Trinity; signed, sealed and ratified by Christian Sovereigns; and declared to be perpetual.

Hitherto the subsequent Treaty has met with a better Fate, and therefore it is with Pleasure we lay before our Readers an authentic Copy.

*Treaty of COMMERCE and NAVIGATION between his Britannic Majesty, and the Most Christian King, signed at Versailles, the 26th of September 1786.*

**H**IS Britannic Majesty, and his Most Christian Majesty, being equally animated with the Desire not only of consolidating the good Harmony which actually subsists between them, but also of extending the happy Effects thereof to their respective Subjects, have thought that the most efficacious Means for obtaining those Objects, conformably to the 18th Article of the Treaty of Peace, signed the 6th of September 1783, would be to adopt a System of Commerce on the Basis of Reciprocity and mutual Convenience; which, by discontinuing the Prohibitions and prohibitory Duties which have existed for almost a Century between the two Nations, might produce the most solid Advantages on both Sides, to the national Productions and Industry, and put an End to *Contraband* Trade, no less injurious to the public Revenue, than to that lawful Commerce which is alone intitled to Protection; for this End, their said Majesties have named for their Commissaries and Plenipotentiaries, to wit, the King of *Great-Britain*, *William Eden*, Esq. Privy Counsellor in *Great-Britain* and *Ireland*, Member of the *British* Parliament, and his Envoy extraordinary and Minister Plenipotentiary to his Most Christian Majesty; and the Most Christian King, the *Sieur Joseph Matthias Gerard de Rayneval*, Knight, Counsellor of State, Knight of the Royal Order of *Charles III.* who, after having exchanged their respective full Powers, have agreed upon the following Articles.

ARTICLE I. It is agreed and concluded between the Most Serene and Most Potent King of *Great-Britain*, and the Most Serene and Most Potent, the Most Christian King, that there shall be a reciprocal and entirely perfect Liberty of Navigation and Commerce between the Subjects of each Party, in all and every the Kingdoms, States, Provinces, and Territories, subject to their Majesties in *Europe*, for all and singular Kinds of Goods, in those Places, upon the Conditions, and in such Manner and Form as is settled and adjusted in the following Articles.

ART. II. For the future Security of Commerce and Friendship, between the Subjects of their said Majesties, and to the End, that this good Correspondence may be preserved from all Interruption and Disturbances; it is concluded and agreed that if at any Time there should arise any Misunderstanding, Breach of Friendship, and Rupture between the Crowns of their Majesties, which God

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forbid! which Rupture shall not be deemed to exist, until there calling or sending Home of the respective Ambassadors or Ministers, the Subjects of each of the two Parties residing in the Dominions of the other, shall have the Privilege of remaining and continuing their Trade therein, without any Manner of Disturbance, so long as they behave peaceably, and commit no Offence against the Laws and Ordinances; and in Case their Conduct should render them suspected, and the respective Governments should be obliged to order them to remove, the Term of twelve Months shall be allowed them for that Purpose, in Order that they may remove with their Effects and Property, whether entrusted to Individuals, or to the State. At the same Time, it is to be understood that this Favour is not to be extended to those who shall act contrary to the established Laws.

ART. III. It is likewise agreed and concluded that the Subjects and Inhabitants of the Kingdoms, Provinces, and Dominions of their Majesties shall exercise no Act of Hostility, or Violence against each other, either by Sea or by Land, or in Rivers, Streams, Ports or Havens, under any Colour or Pretence whatsoever, so that the Subjects of either Party shall receive no Patent, Commission, or Instruction for arming and acting at Sea, as Privateers; nor Letters of Reprisal as they are called, from any Princes or States, enemies to the other Party; nor by Virtue, or under Colour of such Patents, Commissions, or Reprisals, shall they disturb, infect, or any Way prejudice or damage the aforesaid Subjects and Inhabitants of the King of Great-Britain, or of the Most Christian King; neither shall they arm Ships in such Manner as is above said, or go out to Sea therewith. To which End, as often as it is requested by either Party, strict and express Prohibitions shall be renewed and published in all the Territories, Counties, and Dominions of each Party wherefore, that no one shall in any wise use such Commissions or Letters of Reprisal, under the severest Punishment that can be inflicted on the Transgressors, besides being liable to make full Restitution and Satisfaction to those to whom they have done any Damage; neither shall any Letters of Reprisal be hereafter granted by either of the said high contracting Parties, to the Prejudice or Detriment of the Subjects of the other, except only in such Case wherein Justice is denied or delayed; which Denial or Delay of Justice shall not be regarded as verified, unless the Petitions of the Person, who desires the said Letters of Reprisal, be communicated to the Minister residing there, on the Part of the Prince against whose Subjects they are to be granted, that within the Space of four Months, or sooner, if it be possible, he may manifest the Contrary, or procure the Satisfaction which may be justly due.

ART. IV. The Subjects and Inhabitants of the respective Dominions of the two Sovereigns shall have Liberty, freely and securely, without Licence or Passport, general or special, by Land or by Sea or any other Way, to enter into the Kingdoms, Dominions, Provinces, Countries, Islands, Cities, Villages, Towns walled or unwalled, fortified or unfortified, Ports, or Territories whatsoever, of either Sovereign, situated in Europe, and to return from thence, to remain there, or to pass through the same, and therein to buy and purchase as they please, all Things necessary for their Subsistence and Use, and they shall mutually be treated with all Kindness and Favour. Provided, however, that in all these Matters they behave and conduct themselves conformably to the Laws and Statutes, and live with each other in a friendly and peaceable Manner, and promote reciprocal Concord by maintaining a mutual and good Understanding.

ART. V. The Subjects of each of their said Majesties may have Leave and Licence to come with their Ships, as also with the Merchandizes and Goods on board the same, the Trade and Importation whereof are not prohibited by the Laws of either Kingdom, and to enter into the Countries, Dominions, Cities, Ports, Places, and Rivers of either Party, situated in Europe, to resort thereto, and to remain and reside there, without any Limitation of Time; also to hire Horses, or to lodge with other Persons, and to buy all lawful Kinds of Merchandizes, where they think fit, either from the first Maker or Seller, or in any other Manner, whether in the public Market for the Sale of Merchandizes, or in Fairs, or wherever such Merchandizes are manufactured or sold. They may likewise deposit and keep in their Magazines and Warehouses, the Merchandize brought from other Parts, and afterwards expose the same to Sale, without being in any wise obliged,



unless willingly and of their own Accord, to bring the said Merchandizes to the Marts and Fairs. Neither are they to be burthened with any Impositions or Duties on Account of the said Freedom of Trade, or for any other Cause whatsoever, except those which are to be paid for their Ships and Merchandizes, conformably to the Regulations of the present Treaty, or those to which the Subjects of the two contracting Parties shall themselves be liable. And they shall have free Leave to remove themselves, as also their Wives, Children and Servants, together with their Merchandizes, Property, Goods, or Effects, whether bought or imported, wherever they shall think fit, out of either Kingdom, by Land and by Sea, on the Rivers and fresh Waters, after discharging the usual Duties; any Law, Privilege, Grant, Immunities or Customs, to the contrary thereof in any wise notwithstanding. In Matters of Religion, the Subjects of the two Crowns shall enjoy perfect Liberty. They shall not be compelled to attend divine Service, whether in the Churches or elsewhere; but on the contrary, they shall be permitted, without any Molestation, to perform the Exercises of their Religion privately in their own Houses, and in their own Way. Liberty shall not be refused to bury the Subjects of either Kingdom who die in the Territories of the other, in convenient Places to be appointed for that Purpose; nor shall the Funerals or Sepulchres of the Deceased be in any wise disturbed. The Laws and Statutes of each Kingdom shall remain in full Force and Vigour, and shall be duly put into Execution, whether they relate to Commerce and Navigation, or to any other right, those Cases only excepted, concerning which it is otherwise determined in the Articles of the present Treaty.

ART. VI. The two high contracting Parties have thought proper to settle the Duties on certain Goods and Merchandizes, in order to fix invariably the Footing on which the Trade therein shall be established between the two Nations. In Consequence of which they have agreed upon the following Tariff, viz.

1st. The Wines of France, imported directly from France into Great-Britain, shall, in no Case, pay any higher Duties than those which the Wines of Portugal now pay. The Wines of France, imported directly from France into Ireland, shall pay no higher Duties than those which they now pay.

2d. The Vinegars of France, instead of Sixty seven Pounds, five Shillings and three Pence; and twelve twentieths of a Penny Sterling, per Ton, which they now pay, shall not for the future pay in Great-Britain any higher Duties than Thirty two Pounds eighteen Shillings, and ten Pence, and sixteen twentieths of a Penny Sterling, per Ton.

3d. The Brandies of France, instead of Nine Shillings and six Pence, and twelve twentieths of a Penny Sterling, shall for the future, pay in Great-Britain, only Seven Shillings per Gallon, making four Quarts English Measure.

4th. Oil of Olives, coming directly from France, shall for the future, pay no higher Duties than are now paid for the same, from the most favoured Nations.

5th. Beer shall pay reciprocally a Duty of Thirty per Cent. *ad Valorem*.

6th. The Duties on Hardware, Cutlery, Cabinet-ware and Turnery, and also all Works, both heavy and light, of Iron, Steel, Copper, and Brass, shall be classed; and the highest Duty shall not exceed Ten per Cent. *ad Valorem*.

7th. All Sorts of Cottons manufactured in the Dominions of the two Sovereigns in Europe, and also Woollens, whether knit or wove, including Hosiery, shall pay, in both Countries, an import Duty of Twelve per Cent. *ad Valorem*; all Manufactures of Cotton or Wool, mixed with Silk excepted; which shall remain prohibited on both Sides.

8th. Cambricks and Lawns shall pay, in both Countries, an import Duty of five Shillings, or Six Livres Tournois, per Demi-Piece of Seven Toises and three Quarters, English Measure; and Linens made of Flax or Hemp, manufactured in the Dominions of the two Sovereigns in Europe, shall pay no higher Duties either in Great-Britain or France, than Linens manufactured in Holland or Flanders, imported into Great-Britain, now pay. And Linen made of Flax or Hemp, manufactured in Ireland or France, shall reciprocally pay no higher Duties than Linens manufactured in Holland, imported into Ireland now pay.

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9th. Sadlery shall reciprocally pay an import Duty of *Fifteen per Cent. ad Valorem*.

10th. Gauzes of all Sorts shall reciprocally pay *Ten per Cent. ad Valorem*.

11th. Millenery made up of Mullin, Lawn, Cambrick, or Gauze of every Kind, or of any other Article admitted under the present Tariff, shall pay reciprocally a Duty of *Twelve per Cent. ad Valorem*; and if any Articles shall be used therein, which are not specified in the Tariff, they shall pay no higher Duties than those paid for the same Articles by the most favoured Nations.

12th. Porcelain, Earthen-ware, and Pottery, shall pay reciprocally *Twelve per Cent. ad Valorem*.

13th. Plate-Glass, and Glass Ware in General shall be admitted, on each Side, paying a Duty of *Twelve per Cent. ad Valorem*.

His Britannic Majesty reserves the Right of countervailing by additional Duties on the under-mentioned Merchandizes, the internal Duties actually imposed upon the Manufactures, or the import Duties which are charged on the Raw Materials; namely, on all Linens or Cottons, stained or painted, on Beer, Glass-Ware, and Iron.

And his most Christian Majesty also reserves the Right of doing the same, with Regard to the following Merchandizes; namely, Cottons, Iron, and Beer.

And for the better securing the due Collection of the Duties payable, *ad Valorem*, which are specified in the above Tariff, the said contracting Parties will concert with each other, as well the Form of the Declarations to be made, as also the proper Means of preventing Fraud, with Respect to the real Value of the said Goods and Merchandizes.

But if it shall hereafter appear, that any mistakes have inadvertently been made in the above Tariff, contrary to the Principles on which it is founded, the two Sovereigns will concert, with good Faith, upon the Means of rectifying them.

ART. VII. The Duties above specified are not to be altered but by mutual consent; and the Merchandizes not above specified shall pay, in the Dominions of the two Sovereigns, the Import and Export Duties payable in each of the said Dominions, by the most favoured *European Nations*, at the Time the present Treaty bears Date; and the Ships belonging to the Subjects of the said Dominions, shall also respectively enjoy therein all the Privileges and Advantages which are granted to those of the most favoured *European Nations*.

And it being the Intention of the two high contracting Parties, that their respective Subjects should be in the Dominions of each other upon a Footing as Advantageous as those of other *European Nations*; they agree, that in Case they shall hereafter grant any additional Advantages in Navigation or Trade, to any other *European Nations*, they will reciprocally allow their said Subjects to participate therein; without Prejudice, however, to the Advantages which they reserve, *viz. France* in favour of *Spain*, in consequence of the 24th Article of the Family Compact, signed the 10th of May, 1761; and *England* according to what she has practised in Conformity to, and in Consequence of the Convention of 1703, between *England* and *Portugal*.

And to the End that every Person may know, with Certainty, the State of the aforesaid Imports, Customs, Import, and Export Duties, whatever they may be, it is agreed that Tariffs, indicating the Imports, Customs, and established Duties, shall be affixed in publick Places, as well in *Rouen*, and the other trading Cities of *France*, as in *London*, and the other trading Cities under the Dominion of the King of *Great-Britain*; that Recourse may be had to them whenever any Difference shall arise concerning such Imports, Customs, and Duties, which shall not be levied otherwise than in Conformity to what is clearly expressed in the said Tariffs, and according to their natural Construction. And if any Officer, or other Person in his Name, shall, under any Pretence, publicly or privately, directly or indirectly, demand, or take of a Merchant, or of any other Person, any Sum of Money, or any Thing else, on account of Duties, Imports, Search, or Compensation, although it be under the Name of a free Gift, or under any other Pretence, more or otherwise than what is above prescribed; in such Case, the

the said Officer, or his Deputy, if he be accused and convicted of the same before a competent Judge, in the Place where the Crime was committed, shall give full Satisfaction to the injured Party, and shall suffer the Penalty prescribed by the Laws.

ART. VIII. No Merchandize exported from the Countries, respectively, under the Dominion of their Majesties, shall hereafter be subject to be inspected or confiscated, under any Pretence of Fraud or Defect in making or working them, or of any other Imperfections whatsoever; but absolute Freedom shall be allowed to the Buyer and Seller, to bargain and fix the Price for the same, as they shall see Good; any Law, Statute, Edict, Proclamation, Privilege, Grant, or Custom to the contrary notwithstanding.

ART. IX. Whereas several Kind of Merchandizes, which are usually contained in Casks, Chests, or other Cases, and for which the Duties are paid by Weight, will be exported from and imported into *France* by *British* Subjects; it is agreed, that in such Cases, the aforesaid Duties shall be demanded only according to the real Weight of the Merchandizes; and the Weight of the Casks, Chests, and other Cases whatever, shall be deducted in the same Manner as has been, and is now practised in *England*.

ART. X. It is further agreed, that if any Mistake or Error shall be committed by any Master of a Ship, his Interpreter or Factor, or by any other Person employed by him, in making her Entry or Declaration of her Cargo, neither the Ship nor the Cargo shall be subject, for such Defect, to Confiscation; but it shall be lawful for the Proprietors to take back again such Goods as were omitted in the Entry or Declaration of the Master of the Ship, paying only the accustomed Duties, according to the Placart, provided always that there be no manifest Appearance of Fraud. Neither shall the Merchants, or the Masters of ships, or the Merchandize, be subject to any Penalty, by Reason of such Omission, in Case the Goods omitted in the Declaration shall not have been landed before the Declaration has been made.

ART. XI. In Case either of the two high contracting Parties shall think proper to establish Prohibitions, or to augment the Import Duties upon any Goods or Merchandize of the Growth or Manufacture of the other, which are not specified in the Tariff, such Prohibition or Augmentations shall be general, and shall comprehend the like Goods and Merchandizes of the most favoured *European* Nations, as well as those of either State; and in Case either of the two contracting Parties shall revoke the Prohibitions, or diminish the Duties in favour of any other *European* Nation, upon any Goods or Merchandize of its Growth or Manufacture, whether on Importation or Exportation, such Revocations or Diminutions shall be extended to the Subjects of the other Party; on Condition that the latter shall grant to the Subjects of the former, the Importation and Exportation of the like Goods and Merchandizes under the same Duties; the Cases reserved in the 6th Article of the present Treaty always excepted.

ART. XII. And sofaras much as a certain Usage, not authorized by any Law, has formerly obtained in divers Parts of *Great-Britain* and *France*, by which *French* Subjects have paid in *England* a Kind of Capitation Tax, called, in the Language of that Country, Head-money; and *English* Subjects a like Duty in *France*, called *Argent de Chef*; it is agreed, that the said Impost shall not be demanded for the future, on either Side, neither under the ancient Name, nor under any other Name whatsoever.

ART. XIII. If either of the high contracting Parties has granted, or shall grant any Bounties for encouraging the Exportation of any Articles, being of the Growth, Produce, or Manufacture of his Dominions, the other Party shall be allowed to add to the Duties already imposed by Virtue of the present Treaty, on the said Goods and Merchandize, imported into his Dominions, such an Import Duty as shall be equivalent to the said Bounty. But this Stipulation is not to extend to the Cases of Restitutions of Duties and Imposts, called *Drawbacks*, which are allowed upon Exportation.

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ART. XIV. The Advantages granted by the present Treaty, to the Subjects of his Britannic Majesty shall take Effect, as far as relates to the Kingdom of *Great-Britain*, as soon as Laws shall be passed there, for securing to the Subjects of his Most Christian Majesty the reciprocal Enjoyment of the Advantages which are granted to them by the present Treaty.

And the Advantages granted by all these Articles, except the Tariff, shall take Effect, with Regard to the Kingdom of *Ireland*, as soon as Laws shall be passed there, for securing to the Subjects of his Most Christian Majesty, the reciprocal Enjoyment of the Advantages which are granted to them by this Treaty; and in like Manner, the Advantages granted by the Tariff shall take Effect, in what relates to that Kingdom, as soon as Laws shall be passed there, for giving Effect to the said Tariff.

ART. XV. It is agreed, that Ships belonging to his Britannic Majesty's Subjects, arriving in the Dominions of his Most Christian Majesty, from the Ports of *Great-Britain*, or *Ireland*, or from any other foreign Port, shall not pay Freight Duty, or any other like Duty. In the same Manner *French* Ships shall be exempted in the Dominions of his Britannic Majesty, from the Duty of five Shillings, and from every other similar Duty or Charge.

ART. XVI. It shall not be lawful for any foreign Privateers, not being Subjects of either Crown, who have Commissions from any other Prince or State, in Enmity with either Nation, to arm their Ships in the Ports of either of the said two Kingdoms, to sell what they have taken, or in any other Manner whatever to exchange the same; neither shall they be allowed even to purchase Victuals, except such as shall be necessary for their going to the nearest Port of that Prince from whom they have obtained Commissions.

ART. XVII. When any Dispute shall arise between any Commander of a Ship and his Seamen, in the Ports of either Kingdom, concerning Wages due to the said Seamen, or other civil Causes whatever, the Magistrate of the Place shall require no more from the Person accused, than that he give to the Accuser a Declaration in Writing, witnessed by the Magistrate, whereby he shall be bound to answer that Matter before a Competent Judge in his own Country; which being done, it shall not be lawful for the Seamen to desert their Ship, or to hinder the Commander from prosecuting his Voyage. It shall moreover be lawful for the Merchants in the Places of their Abode, or elsewhere, to keep Books of their Accounts and Affairs, as they shall see fit, and to have an Intercourse of Letters, in such Language and Idiom as they shall chuse, without any Molestation or Search whatsoever. But if it should happen to be necessary for them to produce their Books of Accounts for deciding any Dispute or Controversy, in such Case, they shall be obliged to bring into Court the entire Books or Writings, but so as the Judge may not have Liberty to take Cognizance of any other Articles in the said Books than such as shall relate to the Affair in Question, or such as shall be necessary to give Credit to the said Books; neither shall it be lawful, under any Pretence, to take the said Books, or Writings forcibly out of the Hands of the Owners, or to retain them, the Case of Bankruptcy only excepted. Nor shall the Subjects of the King of *Great-Britain* be obliged to write their Accounts, Letters, or other Instruments relating to Trade on Stamp Paper, except their Day-book, which, that it may be produced as Evidence in any Law-suit, ought, according to the Laws which all Persons trading in *France* are to observe, to be indorsed and attested *Gratis* by the Judge under his own Hand.

ART. XVIII. It is further agreed and concluded, that all Merchants, Commanders of Ships, and others, the Subjects of the King of *Great-Britain*, in all the Dominions of his Most Christian Majesty in *Europe*, shall have full Liberty to manage their own Affairs themselves, or to commit them to the Management of whomsoever they please; nor shall they be obliged to employ any Interpreter or Broker, nor to pay them any Salary, unless they shall chuse to employ them. Moreover, Masters of Ships shall not be obliged in loading and unloading their Ships, to make Use of those Persons who may be appointed by public Authority for that Purpose, either at *Bordeaux*, or elsewhere; but it shall be entirely free for them to load or unload their Ships by themselves, or to make Use of such

Person or Persons in lading or unlading the same as they shall think fit, without the Payment of any Reward to any other, whomsoever; neither shall they be forced to unlade into other Ships, or to receive into their own, any Merchandize whatever, or to wait for their Lading any longer than they please. And all the Subjects of the Most Christian King shall reciprocally have and enjoy the same Privileges and Liberties, in all the Dominions of his *Britannic* Majesty in *Europe*.

ART. XIX. The Ships of either Party being laden, sailing along the Coasts of the other, and being forced by Storm into the Havens or Ports, or making Land there in any other Manner whatever, shall not be obliged to unlade their Goods or any Part thereof, or to pay any Duty, unless they, of their own Accord, unlade their Goods there, and sell some Part thereof. But it shall be lawful, Permission having been first obtained from those who have the Direction of Maritime Affairs, to unlade and sell a small Part of their Cargo, merely for the End of purchasing Necessaries, either for victualling or refitting the Ship; and in that Case, the whole Lading shall not be subject to pay the Duties, but that small Part only, which shall have been taken out and sold.

ART. XX. It shall be lawful for all the Subjects of the King of *Great-Britain*, and of the Most Christian King, to sail with their Ships, with perfect Security and Liberty, no Distinction being made who are Proprietors of the Merchandizes laden thereon, from any Port whatever, to the Countries which are now, or shall be hereafter at War with the King of *Great-Britain*, or the Most Christian King. It shall likewise be lawful for the aforesaid Subjects, to sail and traffick with their Ships and Merchandizes, with the same Liberty and Security, from the Countries, Ports, and Places of those who are enemies of both, or of either Party, without any Opposition or Disturbance whatsoever, and to pass directly not only from the Places of the Enemy aforementioned to neutral Places, but also from one Place belonging to an Enemy, to another Place belonging to an Enemy, whether they be under the Jurisdiction of the same, or of several Princes. And as it has been stipulated concerning Ships and Goods, that every thing shall be deemed free, which shall be found on board the Ships belonging to the Subjects of the respective Kingdoms, although the whole Lading, or Part thereof, should belong to the Enemies of their Majesties, contraband Goods being always excepted, on the stopping of which, such Proceedings shall be had as are conformable to the Spirit of the following Articles; it is likewise agreed, that the same Liberty be extended to Persons who are on board a free Ship, to the End that, although they be Enemies to both, or to either Party, they may not be taken out of such free Ships, unless they are Soldiers, actually in the Service of the Enemies, and on their Voyage for the Purpose of being employed in a military Capacity, in their Fleets or Armies.

ART. XXI. This Liberty of Navigation and Commerce shall extend to all Kinds of Merchandizes, excepting those only which are specified in the following Article, and which are described under the Name of Contraband.

ART. XXII. Under this Name of contraband, or prohibited Goods, shall be comprehended Arms, Cannon, Harquebusses, Mortars, Petards, Bombs, Grenades, Sauciffes, Carcasses, Carriages for Cannon, Musket-Rests, Bandoleers, Gun-powder, Match, Salt-petre, Ball, Pikes, Swords, Head-pieces, Helmets, Cutlasses, Halberts, Javelins, Holsters, Belts, Horses, and Harness, and all other like Kind of Arms and warlike Implements, fit for the Use of Troops.

ART. XXIII. These Merchandizes which follow shall not be reckoned among contraband Goods, that is to say, all Sorts of Cloth, and all other Manufactures of Wool, Flax, Silk, Cotton, or any other Materials, all Kinds of wearing Apparel, together with the Articles of which they are usually made, Gold, Silver, coined or uncoined, Tin, Iron, Lead, Copper, Brass, Coals, as also Wheat and Barley, and any other Kind of Corn and Pulse, Tobacco, and all Kinds of Spices, salted and smoaked Flesh, salted Fish, Cheese and Butter, Beer, Oils, Wines, Sugar, all Sorts of Salt, and of Provisions which serve for Sustainance and Food to Mankind; also all Kinds of Cotton, Cordage, Cables, Sails, Sail-cloth, Hemp, Tallow, Pitch, Tar and Rosin, Anchors, and any Parts of Anchors, Ship-masts, Planks, Timber of all Kinds of Trees, and all other



Things proper either for building or repairing Ships. Nor shall any other Goods whatever, which have not been worked into the Form of any Instrument, or Furniture for Warlike Use, by Land or by Sea, be reputed contraband, much less such as have been already wrought or made up for any other Purpose. All which Things shall be deemed Goods not contraband, as likewise all others which are not comprehended and particularly described in the preceding Article; so that they may be freely carried by the Subjects of both Kingdoms, even to Places belonging to an Enemy, excepting only such Places as are besieged, blocked up, or invested.

ART. XXIV. To the End that all Manner of Diffentions and Quarrels may be avoided and prevented on both Sides, it is agreed, that in Case either of their Majesties should be engaged in a War, the Ships and Vessels belonging to the Subjects of the other shall be furnished with Sea-letters, or Passports, expressing the Name, Property, and Bulk of the Ship, as also the Name and Place of Abode of the Master or Commander of the said Ship, that it may appear thereby, that the Ship really and truly belongs to the Subjects of one of the said Princes; which Passports shall be made out and granted, according to the Form annexed to the present Treaty: they shall likewise be renewed every Year, if the Ship happens to return Home within the Space of a Year. It is also agreed, that such Ships when laden are to be provided not only with Passports as above-mentioned, but also with Certificates containing the several Particulars of the Cargo, the Place from whence the Ship sailed, and whither she is bound, that so it may be known whether she carries away any of the prohibited or contraband Goods specified in the 22d Article of this Treaty; which Certificate shall be prepared by the Officer of the Place from whence the Ship shall set sail, in the accustomed Form. And if any one shall think fit to express in the said Certificates the Person to whom the Goods belong, he may freely do so.

ART. XXV. The Ships belonging to the Subjects and Inhabitants of the respective Kingdoms, coming to any of the Coasts of either of them, but without being willing to enter into Port, or being entered, yet not willing to land their Cargoes, or to break Bulk, shall not be obliged to give an Account of their Lading, unless they are suspected, upon sure Evidence, of carrying prohibited Goods, called contraband, to the Enemies of either of the two high contracting Parties.

ART. XXVI. In Case the Ships belonging to the said Subjects or Inhabitants of the respective Dominions of their most Serene Majesties, either on the Coast, or on the high Sea, shall meet with any Men of War belonging to their most Serene Majesties, or with Privateers; the said Men of War and Privateers, for preventing any Inconveniences, are to remain out of Cannon-Shot, and to send their Boats to the Merchant-Ship which may be met with, and shall enter her to the Number of two or three Men only, to whom the Master or Commander of such Ship or Vessel shall shew his Passport, containing the Proof of the Property of the Ship, made out according to the Form annexed to this present Treaty; and the Ship which shall have exhibited the same, shall have Liberty to continue her Voyage, and it shall be wholly unlawful any Way to molest or search her, or to chase or compel her to alter her Course.

ART. XXVII. The Merchant Ships belonging to the Subjects of either of the two high contracting Parties, which intend to go to a Port at Enmity with the other Sovereign, concerning whose Voyage and the Sort of Goods on board, there may be just Cause of Suspicion, shall be obliged to exhibit, as well on the High Seas, as in the Ports and Havens, not only her Passports, but also her Certificates, expressing that the Goods are not of the Kind which are contraband, as specified in the 22d Article of this Treaty.

ART. XXVIII. If, on exhibiting the above-mentioned Certificates, containing a List of the Cargo, the other Party should discover any Goods of that Kind which are declared contraband, or prohibited by the 22d Article of this Treaty, and which are designed for a Port subject to his Enemies, it shall be unlawful to break up or open the Hatches, Chests, Casks, Bales, or other Vessels found on board such Ships, or to remove even the smallest Parcel of the Goods, whether

ther the said Ship belongs to the Subjects of the King of Great-Britain, or of the Most Christian King, unless the Lading be brought on Shore, in the Presence of the Officers of the Court of Admiralty, and an Inventory made by them of the said Goods; nor shall it be lawful to sell, exchange, or alienate the same in any Manner, unless after due and lawful Process shall have been had against such prohibited Goods, and the Judges of the Admiralty, respectively shall, by Sentence pronounced, have confiscated the same; saving always as well the Subject as the other Goods found therein, which by this Treaty are to be accounted Free: neither may they be detained on Pretence of their being mixed with prohibited Goods, much less shall they be confiscated as lawful Prize; and if, when only Part of the Cargo shall consist of contraband Goods, the Master of the Ship shall agree, consent, and offer to deliver them to the Captor who has discovered them, in such Case the Captor having received those Goods, as lawful Prize, shall forthwith release the Ship, and not hinder her, by any Means, from prosecuting her Voyage to the Place of her Destination.

ART. XXIX. On the contrary it is agreed, that whatever shall be found to be laden by the Subjects and Inhabitants of either Party, on any Ship belonging to the Enemies of the other, although it be not contraband Goods, shall be confiscated in the same Manner as if it belonged to the Enemy himself; except those Goods and Merchandizes which were put on board such Ship before the Declaration of War, or the general Order for Reprisals, or even after such Declaration, if it were done within the Times following; that is to say, if they were put on board such Ship in any Port or Place within the Space of two Months after such Declaration, or Order for Reprisals, between *Archangel, St. Petersburg, and the Scilly Islands*, and between the said Islands and the City of *Gibraltar*; of ten weeks in the *Mediterranean Sea*; and of eight Months in any other Country or Place in the World; so that the Goods of the Subjects of either Prince, whether they be contraband or otherwise, which, as aforesaid, were put on board any Ship belonging to an Enemy before the War, or after the Declaration of the same, within the Time and Limits abovementioned, shall no Ways be liable to Confiscation, but shall well and truly be restored, without Delay, to the Proprietors demanding the same; provided nevertheless, that if the said Merchandizes be contraband, it shall not be any Ways lawful to carry them afterwards to the Ports belonging to the Enemy.

ART. XXX. And that more abundant Care may be taken for the Security of the respective Subjects of their Most Serene Majesties, to prevent their suffering any Injury by the Men of War or Privateers of either Party, all the Commanders of the Ships of the King of Great-Britain, and of the Most Christian King, and all their Subjects shall be forbid doing any Damage to those of the other Party, or committing any Outrage against them; and if they act to the contrary, they shall be punished, and shall moreover be bound in their Persons and Estates, to make Satisfaction and Reparation for all Damages, and the Interest thereof, of what Nature soever.

ART. XXXI. For this Cause, all Commanders of Privateers, before they receive their Patents or special Commissions, shall hereafter be obliged to give, before a competent Judge, sufficient Security by good Bail, who are responsible Men, and have no Interest in the said Ship, each of whom shall be bound in the whole for the Sum of *thirty-six thousand Livres Tournois*, or *fifteen hundred Pounds Sterling*; or if such Ships be provided with above one hundred and fifty Seamen and Soldiers, for the Sum of *seventy-two thousand Livres Tournois*, or *three thousand Pounds Sterling*, that they will make entire Satisfaction for all Damages and Injuries whatsoever, which they, or their Officers, or others in their Service, may commit during their Cruise, contrary to the Tenour of this present Treaty, or the Edicts made in Consequence thereof by their most Serene Majesties, under Penalty likewise of having their Patents, and special Commissions revoked and annulled.

ART. XXXII. Their said Majesties being willing mutually to treat, in their Dominions, the Subjects of each other as favourably as if they were their own Subjects, will give such Orders as shall be necessary and effectual, that the Judgments and Decrees concerning Prizes in the Courts of Admiralty be given conformably

conformably to the Rules of Justice and Equity, and to the Stipulations of this Treaty, by Judges who are above all Suspicion; and who have no Manner of Interest in the Cause in Dispute.

ART. XXXIII. And when the Quality of the Ship, Goods, and Master shall sufficiently appear, from such Passports and Certificates, it shall not be lawful for the Commanders of Men of War to exact any further Proof under any Pretext whatsoever. But if any Merchant Ship shall not be provided with such Passports and Certificates, then it may be examined by a proper Judge, but in such Manner as, if it be found, from other Proofs and Documents, that it truly belongs to the Subjects of one of the Sovereigns, and does not contain any contraband Goods, designed to be carried to the Enemy of the other, it shall not be liable to Confiscation, but shall be released, together with its Cargo, in Order to proceed on its Voyage.

If the Master of the Ship named in the Passports should happen to die, or be removed by any other Cause, and another put in his Place, the Ship and Goods laden thereon, shall nevertheless be equally secure, and the Passports shall remain in full Force.

ART. XXXIV. It is further provided and agreed, that the Ships of either of the two Nations, retaken by the Privateers of the other, shall be restored to the former Owner, if they have not been in the Power of the Enemy for the Space of *four and twenty* Hours, subject to the Payment, by the said Owner, of one *third* of the Value of the Ship retaken, and of its Cargo, Guns, and Apparel; which third Part shall be amicably adjusted by the Parties concerned: but if not, and in Case they should disagree, they shall make Application to the Officers of the Admiralty of the Place where the Privateer which retook the captured Vessel shall have carried her.

If the Ship retaken has been in the Power of the Enemy above *four and twenty* Hours, she shall wholly belong to the Privateer which retook her.

In Case of a Ship being retaken by any Man of War belonging to his Britannic Majesty, or to his Most Christian Majesty, it shall be restored to the former Owner, on Payment of the *thirtieth* Part of the Value of such Ship, and of its Cargo, Guns, and Apparel, if it was retaken within the *four and twenty* Hours; and the *Tenth* Part, if it was retaken after the *four and twenty* Hours; which Sum shall be distributed as a Reward, amongst the Crews of the Ships which shall have retaken such Prize. The Valuation of the *Thirtieth* and *Tenth* Parts above-mentioned shall be settled conformably to the Regulations in the Beginning of this Article.

ART. XXXV. Whenever the Ambassadors of either of their said Majesties, or other their Ministers having a public Character, and residing at the Court of the other Prince, shall complain of the Injustice of the Sentences which have been given, their Majesties shall reciprocally cause the same to be revised and re-examined in their Councils, unless their Councils should already have decided thereupon, that it may appear, with Certainty, whether the Directions and Provisions prescribed in this Treaty have been followed and observed. Their Majesties shall likewise take Care that this Matter be effectually provided for, and that Justice be done to every Complainant within the Space of *three Months*. However, before or after Judgment given, and pending the Revision thereof, it shall not be lawful to sell the Goods in Dispute, or to unlade them, unless with the Consent of the Persons concerned, for preventing any Kind of Loss; and Laws shall be enacted on both Sides for the Execution of the present Article.

ART. XXXVI. If any Differences shall arise respecting the Legality of Prizes, so that a judicial Decision should become necessary, the Judge shall direct the Effects to be unladen, an Inventory and Appraisalment to be made thereof, and Security to be required respectively from the Captor for paying the Costs, in Case the Ship should not be declared lawful Prize; and from the Claimant for paying the Value of the Prize; in Case it should be declared lawful; which Securities being given by both Parties, the Prize shall be delivered up to the Claimant. But if the Claimant should refuse to give sufficient Security, the Judge shall direct the Prize to be delivered to the Captor, after having received from him good and sufficient Security for paying the full Value of the said Prize, in Case it should be adjudged

adjudged illegal. Nor shall the Execution of the Sentence of the Judge be suspended by Reason of any Appeal, when the Party against whom such Appeal shall be brought, whether Claimant or Captor, shall have given sufficient Security for restoring the Ships or Effects, or the Value of such Ship or Effects, to the Appellant, in Case Judgment should be given in his Favour.

ART. XXXVII. In Case any Ships of War or Merchantmen, forced by Storms or other Accidents, be driven on Rocks or Shelves, on the Coasts of either of the high contracting Parties, and should there be dashed to Pieces and shipwrecked; all such Parts of the said Ships, or of the Furniture or Apparel thereof, as also of the Goods and Merchandizes as shall be saved, or the Produce thereof, shall be faithfully restored, upon the same being claimed by the Proprietors, or their Factors, duly authorized, paying only the Expences incurred in the Preservation thereof, according to the Rate of Salvage settled on both Sides; saving at the same Time, the Rights and Customs of each Nation, the Abolition or Modification of which shall however be treated upon, in the Cases where they shall be contrary to the Stipulations of the present Article; and their Majesties will mutually interpose their Authority, that such of their Subjects, as shall be so inhuman as to take Advantage of any such Misfortune, may be severely punished.

ART. XXXVIII. It shall be free for the Subjects of each Party to employ such Advocates, Attornies, Notaries, Solicitors, and Factors as they shall think fit; to which end the said Advocates, and others above-mentioned, shall be appointed by the ordinary Judges, if it be needful, and the Judges be thereunto required.

ART. XXXIX. And for the greater Security and Liberty of Commerce and Navigation, it is further agreed, that both the King of Great-Britain, and the Most Christian King shall not only refuse to receive any Pirates or Sea-Rovers whatsoever into any of their Havens, Ports, Cities or Towns, or permit any of their Subjects, Citizens or Inhabitants, on either Part to receive or protect them in their Ports, to harbour them in their Houses, or to assist them in any Manner whatsoever; but further they shall cause all such Pirates, and Sea-Rovers, and all such Persons who shall receive, conceal, or assist them, to be brought to condign Punishment, for a Terror and Example to others. And all their Ships, with the Goods or Merchandizes taken by them, and brought into the Ports of either Kingdom, shall be seized as far as they can be discovered, and shall be restored to the Owners, or the Factors duly authorized or deputed by them in writing, proper Evidence being first given in the Court of Admiralty, for proving the Property, even in Case such Effects should have passed into other Hands by Sale, if it be proved that the Buyers knew, or might have known, that they had been piratically taken. And generally all Ships and Merchandizes of what Nature soever, which may be taken on the High Seas, shall be brought into some Port of either Kingdom, and delivered into the Custody of the Officers of that Port, that they may be restored entire to the true Proprietor, as soon as due and sufficient Proof shall have been made concerning the Property thereof.

ART. XL. It shall be lawful, as well for the Ships of War of their Majesties, as for Privateers belonging to their Subjects, to carry whithersoever they please, the Ships and Goods taken from their Enemies, without being obliged to pay any Fee to the Officers of the Admiralty, or to any Judges whatever; nor shall the said Prizes, when they arrive and enter the Ports of their said Majesties, be detained or seized; neither shall the Searchers, or other Officers of those Places, visit or take Cognizance of the Validity of such Prizes; but they shall be at Liberty to hoist Sail at any Time, to depart, and to carry their Prizes to the Place mentioned in the Commissions or Patents, which the Commanders of such Ships of War shall be obliged to shew: on the Contrary, no Shelter or Refuge shall be given in their Ports to such as have made Prize upon the Subjects of either of their Majesties; but if forced by Strefs of Weather, or the Danger of the Sea, to enter therein, particular Care shall be taken to hasten their Departure, and to cause them to retire from thence as soon as possible, as far as it is not repugnant to former Treaties made in this Respect with other Sovereigns or States.

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ART. XLI. Neither of their said Majesties shall permit the Ships or Goods belonging to the Subjects of the other, to be taken within Cannon Shot of the Coasts, or in the Ports, or Rivers of the Dominions by Ships of War, or others having Commission from any Prince, Republic, or City whatsoever, but in Case it should so happen, both Parties shall employ their united Force to obtain Reparation of the Damage thereby occasioned.

ART. XLII. But if it shall appear that the Captor made Use of any Kind of Torture upon the Master of the Ship, the Crew, or others who shall be on board any Ship belonging to the Subjects of the other Party, in such Case, not only the Ship itself, together with the Persons, Merchandizes, and Goods whatsoever, shall be forthwith released, without any Delay, and set entirely free, but also such as shall be convicted of so enormous a Crime, together with their Accomplices, shall suffer the most severe Punishment suitable to their Offences, this the King of Great-Britain, and the Most Christian King, mutually engage shall be observed, without any Respect of Persons whatsoever.

ART. XLIII. Their Majesties shall respectively be at Liberty, for the Advantage of their Subjects trading to the Kingdoms and Dominions of either of them, to appoint therein national Consuls, who shall enjoy the Right, Immunity, and Liberty, belonging to them, by Reason of their Duties and their Functions; and Places shall hereafter be agreed upon, where the said Consuls shall be established, as well as the Nature and Extent of their Functions. The Convention relative to this Point shall be concluded immediately after the Signature of the present Treaty, of which it shall be deemed to constitute a Part.

ART. XLIV. It is also agreed, that in whatever relates to the lading and unloading of Ships; the Safety of Merchandize, Goods and Effects, the Succession to personal Estates, as well as the Protection of Individuals, and their personal Liberty, as also the Administration of Justice, the Subjects of the two high contracting Parties, shall enjoy in their respective Dominions, the same Privileges, Liberties, and Rights, as the most favoured Nations.

ART. XLV. If hereafter it shall happen through Inadvertency, or otherwise, that any Infraction or Contraventions of the present Treaty should be committed on either Side, the Friendship and good Understanding shall not immediately thereupon be interrupted; but this Treaty shall subsist in all its Force, and proper Remedies shall be procured for removing the Inconveniences, as likewise for the Reparation of the Contraventions; and if the Subjects of either Kingdom shall be found guilty thereof, they only shall be punished and severely chastised.

ART. XLVI. His Britannic Majesty and his most Christian Majesty have reserved the Right of revising and re-examining the several Stipulations of this Treaty, after the Term of twelve Years, to be computed from the Day of passing Laws for its Execution in Great-Britain and Ireland respectively; to propose and make such Alterations as the Times and Circumstances may have rendered proper or necessary for the commercial Interests of their respective Subjects: and this Revision is to be completed in the Space of twelve Months; after which Term the present Treaty shall be of no Effect, but in that Event, the good Harmony and friendly Correspondence between the two Nations shall not suffer the least Diminution.

ART. XLVII. The present Treaty shall be ratified and confirmed by his Britannic Majesty, and by his Most Christian Majesty, in two Months, or sooner, if it can be done, after the Exchange of Signatures between the Plenipotentiaries.

In Witness whereof, we the under-signed Commissaries and Plenipotentiaries of the King of Great-Britain, and the Most Christian King, have signed the present Treaty with our Hands, and have set thereto the Seals of our Arms. Done at Versailles, the 26th of September, 1786.

W. Eden. (L. S.)

Gerard de Rayneval. (L. S.)

FORM

ART.



FORM of the PASSPORTS and SEA-LETTERS which are to be granted by the respective Admiralties of the Dominions of the two high contracting Parties to the Ships and Vessels sailing from thence, pursuant to the 24th Article of the present Treaty.

N. N. To all who shall see these Presents, Greeting, Be it known that we have granted License and Permission to N. of the City or Place of N. Master or Commander of the Ship N. belonging to N. of the Port of N. burthen Tons, or thereabouts, now lying in the Port or Haven of N. to sail to N. laden with N. the said Ship having been examined before their Departure, in the usual Manner, by the Officers of the Place appointed for that Purpose. And the said N. or such other Person as shall happen to succeed him, shall produce this License in every Port or Haven which he may enter with his Ship, to the Officers of the Place, and shall give a true Account to them of what shall have passed or happened during his Voyage; and he shall carry the Colours, Arms, and Emblems of N. during his Voyage.

In Witness whereof, we have signed these Presents, and set the Seal of our Arms thereto, and caused the same to be countersigned by N. at Day of in the Year, &c. &c.

No Person conversant in mercantile Affairs can possibly read the foregoing prolix Treaty, without prefiging what must follow; many of the Articles being drawn up, in vague, and indefinite Terms, requiring Explanation and Comments; accordingly, it had not been long ratified and confirmed by the respective Sovereigns, and by Laws enacted in Great-Britain and Ireland, for the Purpose of carrying it into effectual Execution, before Complaints, Disagreements, and even open Disputes expressed by some of the trading Cities of France, particularly Rouen, where it was first published, threatened its total Overthrow; happily however, by the good Conduct of the Ministers at the Head of the commercial Departments of both Nations, an Explanation took Place, the following Year, in the Form of a Convention; Copy of which is hereunto annexed.

CONVENTION between his Britannic Majesty and the Most Christian King, signed at Versailles, the 15th of January, 1787.

THE King of Great-Britain, and the Most Christian King, being willing, in Conformity to the 6th and 43d Articles of the Treaty of Navigation and Commerce, signed at Versailles the 26th of September, 1786, to explain and settle certain Points which had been reserved; their Britannic and Most Christian Majesties, always disposed more particularly to confirm the good Understanding in which they are happily united, have named for that Purpose, their respective Plenipotentiaries, to wit, on the Part of his Britannic Majesty William Eden, Esq. Privy-Counsellor in Great-Britain and Ireland, Member of the British Parliament, and his Envoy Extraordinary, and Minister Plenipotentiary to his Most Christian Majesty, and on the Part of his Most Christian Majesty, the Count de Vergennes, Minister and Secretary of State for the Department of Foreign Affairs, and chief of the Royal Council of Finances; who, after having communicated to each other, their respective full Powers, have agreed upon the following Articles.

ART. I. Their Majesties having stipulated in the 6th Article of the said Treaty, "that the Duties on Hard-ware, Cutlery, Cabinet-ware, and Turnery; and on all other Works, both heavy and light, of Iron, Steel, Copper and Brasses, shall be classed; and that the highest Duty shall not exceed Ten per Cent. ad Valorem," It is agreed that Cabinet-ware, and Turnery, and every Thing that is included under those Denominations, as also Musical Instruments, shall pay Ten per Cent. ad Valorem.

All Articles made of Iron or Steel, pure or mixed, or worked or mounted with other Substances, not exceeding in Value, sixty Livres Tournois, or fifty Shillings per Quintal, shall pay only Five per Cent. ad Valorem; and all other Wares as

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Buttons, Buckles, Knives, Scissars, and all the different Articles included under the Description of Hardware and Cutlery, as also all other Works of Iron, Steel, Copper, and Brass, pure or mixed, or worked or mounted with other Substances, shall pay *Ten per Cent. ad Valorem*.

If either of the two Sovereigns should think proper to admit the said Articles, or only some of them, from any other Nation, by Reason of their Utility, at a lower Duty, the Subjects of the other Sovereign shall be allowed to participate in such Diminution, in order that no foreign Nation may enjoy in this Respect, any Preference to their Disadvantage.

The Works of Iron, Steel, Copper, and Brass above mentioned, are not to be understood to extend to Bar Iron, or Pig Iron, or in general, to any Kind of Iron, Steel, Copper, or Brass, in the State of the raw Material.

ART. II. Their Majesties having also stipulated in the 6th Article, "that for the better securing the due Collection of the Duties payable *ad Valorem*, which are specified in the Tariff, they will concert with each other the Form of the Declarations to be made, and the proper Means of preventing Fraud, with Respect to the real Value of the Goods and Merchandizes:" It is agreed that each Declaration shall be given in Writing, signed by the Merchant, Owner, or Factor who answers for the Merchandizes at their Entry, which Declaration shall contain an exact List of the said Merchandizes, and of their Packages, of the Marks, Numbers and Cyphers, and of the Contents of each Bale or Case, and shall certify that they are of the Growth, Produce, or Manufacture of the Kingdom from whence they are imported, and shall also express the true and real Value of the said Merchandizes, in order that the Duties may be paid in Consequence thereof. That the Officers of the Custom House where the Declaration may be made, shall be at Liberty to make such Examination as they shall think proper of the said Merchandizes, upon their being landed, not only for the Purpose of verifying the Facts alledged in the said Declaration, that the Merchandizes are of the Produce of the Country therein mentioned, and that the Statement of their Value and Quantity is exact, but also that of preventing the clandestine Introduction of other Merchandizes in the same Bales or Cases: provided nevertheless that such Examinations shall be made with every possible Attention to the Convenience of the Traders, and to the Preservation of the said Merchandizes.

In Case the Officers of the Customs should not be satisfied with the Valuation made of the Merchandizes in the said Declaration, they shall be at Liberty, with the Consent of the principal Officer of the Customs of the Port, or of such other Officer as shall be appointed for that Purpose, to take the said Merchandizes according to the Valuation made by the Declaration, allowing to the Merchant or Owner an Overplus of *Ten per Cent.* and refunding to him the Duties he may have paid for the said Merchandizes. In which Case, the whole Amount shall be paid without Delay, by the Custom House of the Port, if the Value of the Effects in Question shall not exceed *Four hundred and eighty Livres Tournois*, or *Twenty Pounds Sterling*; and within *Fifteen Days* at latest, if their Value shall exceed that Sum.

And if Doubts should happen to arise, either respecting the Value of such Merchandizes, or the Country of which they are the Produce, the Officers of the Customs at the Port, shall come to a Determination thereupon, with all possible Dispatch; and no greater Space of Time shall be employed for that Purpose, in any Case, than eight Days, in the Ports where the Officers who have the principal Direction of the Customs reside, and *Fifteen Days* in any other Port whatsoever.

It is supposed and understood that the Merchandizes admitted by the present Treaty, shall be respectively of the Growth, Produce, or Manufacture of the Dominions of the two Sovereigns in *Europe*.

To oblige the Traders to be accurate in the Declarations required by the present Article, as also to prevent any Doubt that might arise on that Part of the 10th Article of the said Treaty, which provides, "that if any of the Effects are omitted in the Declaration delivered by the Master of the Ship, they shall not be liable to Confiscation, unless there be a manifest Appearance of Fraud" it is understood,

that in such Case, the said Effects shall be confiscated, unless satisfactory Proof be given to the Officers of the Customs, that there was not any Intention of Fraud.

ART. III. In order to prevent the Introduction of Callicoes manufactured in the *East Indies*, or in other Countries, as if they had been manufactured in the respective Dominions of the two Sovereigns in *Europe*; it is agreed that the Callicoes manufactured in the said Dominions for Exportation from one Country to the other respectively, shall have at the two Ends of each Piece, a particular Mark woven in the Piece, to be settled in Concert by the two Governments; of which Mark the respective Governments shall give nine Months' previous Notice to the Manufacturers, and the said Mark shall be altered from Time to Time, as the Case may require. It is further agreed, that until the said Precaution can be put in Execution, the said Callicoes mutually exported shall be accompanied by a Certificate of the Officers of the Customs, or of such other Officer as shall be appointed for that Purpose, declaring that they were fabricated in the Country from whence they were exported, and also that they are furnished with the Marks already prescribed in the respective Countries, to distinguish such Callicoes from those which come from other Countries.

ART. IV. In settling the Duties upon Cambricks and Lawns, it is understood that the Breadth should not exceed for the Cambricks, *seven-eighths* of a Yard, *English Measure*, about three Quarters of an Ell of *France*, and for the Lawns one Yard and a Quarter, *English Measure*, one Ell of *France*; and if any hereafter shall be made of a greater Breadth than what is above mentioned, they shall pay a Duty of *Ten per Cent. ad Valorem*.

ART. V. It is also agreed that the Stipulations in the 18th Article of the Treaty shall not be construed to derogate from the Privileges, Regulations, and Usages already established in the Cities or Ports of the respective Dominions of the two Sovereigns; and further, that the 15th Article of the said Treaty shall be construed to relate only to Ships suspected of carrying, in Time of War, to the Enemies of either of the high contracting Parties, any prohibited Articles, denominated contraband; and the said Article is not to hinder the Examinations of the Officers of the Customs, for the Purpose of preventing illicit Trade in the respective Dominions.

ART. VI. Their Majesties having stipulated by the 43d Article of the said Treaty, that the Nature and Extent of the Functions of the Consuls should be determined, "and that a Convention relative to this Point should be concluded immediately after the Signature of the present Treaty, of which it should be deemed to constitute a Part," It is agreed that the said ulterior Convention shall be settled within the Space of two Months; and that, in the mean Time, the Consuls-General, Consuls, and Vice-Consuls shall conform to the Usages which are now observed, relative to the Consulship, in the respective Dominions of the two Sovereigns; and that they shall enjoy all the Privileges, Rights and Immunities belonging to their Office, and which are allowed to the Consuls-General, Consuls, and Vice Consuls of the most favoured Nations.

ART. VII. It shall be lawful for the Subjects of his *Britannic Majesty* to prosecute their Debtors in *France*, for the Recovery of Debts contracted in the Dominions of his said Majesty, or elsewhere, in *Europe*, and there to bring Actions against them, in Conformity to the Practice of Law in use, in the Kingdom; provided that there shall be the like Usage in Favour of *French Subjects*, in the *European* Dominions of his *Britannic Majesty*.

ART. VIII. The Articles of the present Convention shall be ratified and confirmed by his *Britannic Majesty*, and by his Most Christian Majesty, in one Month, or sooner, if it can be done, after the Exchange of Signatures between the Plenipotentiaries.

In Witness whereof, we the Ministers Plenipotentiary have signed the present Convention, and have caused the Seals of our Arms to be set thereto.

Done at *Verailles* the 15th *January* 1787.

W. Eden. (L. S.)  
Grosier de Vergennes. (L. S.)

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In Conformity to the said Treaty and Convention, the *British* Parliament passed an Act for consolidating certain Duties of Import, payable at the Custom-house, under various Denominations of Old and New Subsidies, &c. &c. into one simple Rate, either by the Piece, by Weight, or *ad Valorem*; which Regulations will be given under the Head of CUSTOMS, referred, in this Edition, for the last Article, that every, the most recent, Regulation made by Parliament or the Ministry, to the very Moment of sending the final Sheets to the Press, may, for the Benefit of our Merchants, and Traders, be included.

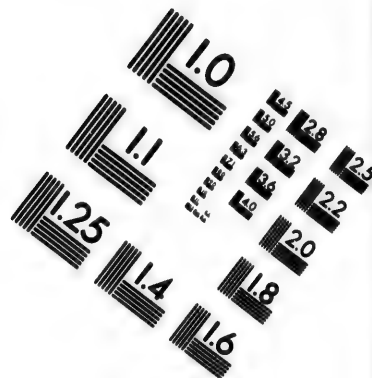
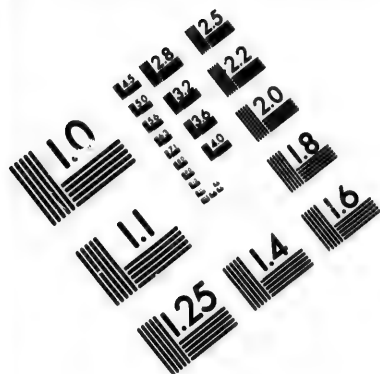
*Of the Commerce between Great-Britain and Holland.*

I Am now going to open a very beneficial Branch of Commerce, and shall take the same Method to investigate the Advantages or Disadvantages arising from it, as I have done with the preceding; not knowing of any truer Method for discovering them, than what the Custom-house Entries afford, which have hitherto been my Guide through this intricate Maze of Business; though I shall not here particularize the different Articles as I did in the foregoing.

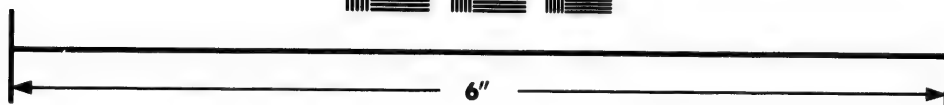
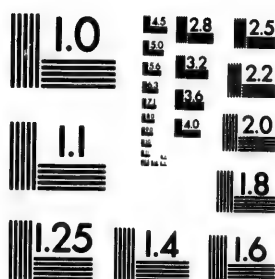
Before the *Dutch War*; viz. from *Michachmas* 1662 to *Michachmas* 1663, our Imports from *Holland* exceeded our Exports there 386,160*l.* 4*s.* and from 1668 to 1669 the Balance in our Disfavour was again 323,636*l.* 1*s.* And I do not find any Account how Matters stood between us from 1669 to 1696; but from *Cbristmas* 1699, to the same Time in 1704, the Estimate of Exports exceeded our Imports by 7,618,668*l.* 0*s.* 2*d.* 1/4. From which Accounts may be observed, that in the Years 1663 and 1669, our Dealings with the *States* were inconsiderable to what they were after the Beginning of the first War, and have continued to be ever since, as well in Number and Variety of Commodities, as in the Value. For in the first Years above-mentioned, our Exports thither were confined to only forty-five Articles of rated Goods, whereas in the last Year, viz. 1704, they were increased to at least a hundred and twenty or a hundred and thirty; and so proportionably in those paying *ad valorem*, without reckoning the Out-Ports, whose Customs, Dr. *Davenant* says, bear Proportion to those of *London*, as 1,268,093*l.* is to 346,081*l.* which would add to the above Account near two Millions more for the five Years; and the said Gentleman, still bringing the Calculation lower, viz. from 1698 to 1705, remarks, that the Excess on our Side has been some Years a Million and a Half, but by a Medium taken of these seven Years 1,388,102*l.* 6*s.* 8*d.* 1/4. *per Annum*, which, according to the common Notion of these Things, is so much Money got clear of the Nation. But the Doctor dissenting from this too generally received Opinion, and supposes that nothing can be more fallacious than to conclude, that because a Country takes off more of our Commodities than we do of their's, that our Dealings with that Country are always beneficial to us, though prejudicial to them, and that when this happens, there is a constant Superlucration on our Side; but his Observation is with this Restriction, that our Goods thus exported serve for the Transportation Trade to those who take them from us, and not for a Support of luxury and Voluptuousness. For he grants, as every one must, that if they are consumed where they are first carried, they must prove a dead Loss to their new Proprietors; the *Dutch* are in the first Case, where our Products and Manufactures, Plantation and *East-India* Goods, furnish Materials for a great Part of their Trade with other Nations, by which they are so far from being Sufferers, that, on the contrary, the more they take from us, the more they enlarge their universal Traffick, and consequently encrease their Riches; and *extra* of these Reasons, it would be absurd to imagine, that if *Holland* was so great a Loser yearly as the Balance of Trade amounted to, that they either would, or indeed could continue it, as they have for so long done; nay, if they were in any Shape Sufferers by it, they are too politic a Nation to proceed in a bad Course; for this would be a glaring Instance of an Imprudence which that circumspect People are never guilty of; the contrary is therefore apparent, and their Motives for continuing the Trade proceed from the Advantages they reap by it.







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But Sir *William Temple's* Sentiments on this Subject are so finely expressed, in his *Observations upon the United Provinces*, P. 231. Cap. 6. of the 5th Edition, that I could not pass them by without transcribing: "The vulgar Mistake, says he, that Importation of foreign Wares, if purchased with Native Commodities, and not with Money, does not make a Nation poorer, is but what every Man that gives himself leisure to think must immediately rectify, by finding out, that upon the End of an account between a Nation, and all they deal with abroad, whatever the Exportation wants in Value to balance that of the Importation, must of Necessity be made up with ready Money.

"By this we find out the Foundation of the Riches of *Holland*, as of their Trade, by the Circumstances already rehearsed. For never any Country traded so much and consumed so little; they buy infinitely, but it is to sell again, either upon Improvement of the Commodity, or at a better Market. They are the great Masters of the *Indian* Spices, and of the *Persian* Silks; but wear plain Woollen, and feed upon their own Fish and Roots. Nay they sell the finest of their own Cloth to *France*, and buy coarse out of *England* for their own Wear. They send abroad the best of their own Butter into all Parts, and buy the cheapest out of *Ireland* or the North of *England*, for their own Use. In fine, they furnish infinite Luxury, which they never practise; and Traffick in Pleasures, they never taste."

The principal Articles of our Exports to *Holland* are, Woollens of several Sorts, Lead, wrought Brasses and Iron, Melasses, Cotton, Printed Linens, Quicksilver, wrought Silk, Butter, Morkins, Rice, Copperas, Allum, Pimento, Tin, Tobacco, Sugars, Gold and Silver Coin and Bullion, Drugs, and *East-India* Goods; besides which, our smaller Exports are Skins, Woods, Leather, Glue, Wool, wrought Plate, Gloves, Hats of several Sorts, Watches, Earthen-Ware, Garters, Bellows, Cheese, Catlings, Lantern Leaves, Rape Cakes, Haberdashery, Scots Pearls, Pewter, Elephants' Teeth, Glasse, &c. And the principal Imports from thence are Linens, Silks, Threads, Spicery, Incles, Battery, Stockfish, Whale-Fins, Maddar, Hemp, Flax, Rhenish Wine, Safflower, Paper, Bugles, and Iron Wire. The lesser Imports are Snuff, Wainscot, *Russia* Mats, Smalts, Argol, Seeds, Packthread, Metal prepared, Steel, Spa-Water, Wine, Quilts, Hair of several Sorts, broken Glasse, Stone Pots, Bulrushes, Brick-stones, Terras, Quern-stones, Twist, Indigo, Verdigris, Weed Athes, Cinnabar, Spelter, Oker, Pencils, Geneva Hones, Iron, Plates, &c. all which we suffer to be imported and consumed amongst us for the same Reasons that we prohibit the Merchandize of *France*, viz. because these latter take so little from us, whilst the *Dutch*, by the large Extractions they make, pay much more to the Rents of our Lands and the Labour of our People, than we do to their's. And it is certain, that the *United Provinces* are the greatest of all our foreign Markets; and the most likely to continue so; as the Products of their Country are not any Thing near sufficient to feed or clothe their Inhabitants; so that it is not in the Power of Industry or Art to free them from a Dependence for both on their Neighbours; whilst those Princes, who govern a more extended Country, may, as most of them do, daily improve in Growths and Manufactures. It is true, *France* has for some Years past interferred with us in this Trade, though I believe very little to our Prejudice; and I think it may be esteemed on as good a Footing now, as it was when the Calculations I have quoted were made; and must remain so, at least in general, as many of the principal Goods which constitute that Branch of Commerce can only be supplied by us, and some of them are as much demanded for *France* as they are for *Holland*.

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*Of the Trade between Great-Britain and Germany.*

OUR Commerce with this Country will appear to be but little when its vast Extent and Populousness are considered; as Dr. Davenant makes the Medium of a seven Years' Dealing with it, viz. from Christmas 1698 to 1705, to be in Exports 838,791*l.* and Imports 677,521*l. per Ann.* though indeed he accounts for the Smallness of it in a very reasonable Manner, by acquainting us, that the Dutch supply that People now with those fine Cloths, Stuffs, Says, Serges, &c. manufactured here, which our Merchants used formerly to export to *Hamburg*, and other Parts of the *German Empire*, otherwise our Dealings there would certainly be much more considerable than they are, and increase our Advantage by augmenting the Employ of our Shipping in their Carriage; and this would certainly have occurred, as the Importation of so large a Quantity of *German Linens* must have been answered by an adequate Quantity of our Woollen Manufactures, had not we been intercepted in that Traffick by our *Flemish* Neighbours, with Goods of our own manufacturing, taken immediately from the Premises; and this in Part proves that *Holland* is no Sufferer in the Overbalance we seemingly have against them in our mutual Dealings.

It is true, our late Improvements in the Linen Fabricks have supplanted the *German* in some Part of their's, since the before-mentioned Calculation; but on the other Hand, this Branch of Business must have rose in their Favour, and it has gone on sinking in that of *France's*, and is certainly rendered more beneficial to us both by the Alteration; our Imports of Linen being repaid by an Export of Woollens, and therefore the Increase of one is consequentially the Augmentation of the other. Our Exports there, are Cloths, Baize, Stuffs, Frize, Flannels, Kerseys, Hats, Hose, doub. Dozens, Logwood, Pipes, Cochineal, wrought Iron and Brafs, Haberdashery, Silk mixed, Silk wrought and unwrought, Sugar, and ditto refined, Painters' Colours, Turners' Wood, wrought Plate, Leather, printed Linen, Callicoes, and other *India Goods*; Rice, Ginger, Pimento, Pepper, Tobacco, ditto cut, Drugs, Coffee, Allum, Pewter, Cotton, Wool, Lead, Litharge, Tin, Apothecaries' Stuff, Copperas, Orchal, Chalk, Glafs, Gluc, Lantern Leaves, Silver Coin, Coney Wool, Fustick, Blankets, Cabinet Ware, &c. And we import from thence, Linens, Spa and Bourn Water, *Russia Mats*, Rags, Smalts, white Copperas, melting Pots, Pearl, Weed and Potashes, Fenugreek, Sturgeon, Canvas, broken Glafs, Hartthorns, Drugs, Flax, Tow, Quills, Bristles, &c.

*Of Great-Britain's Commerce with Spain.*

I Now go from the northern to the southern Regions, in order to give an Account of our Trade with this Kingdom, being the next of Importance to those already mentioned; and I wish I could say it still continued in that flourishing and advantageous Condition it was formerly carried on; but an aggregate Number of Events have happened within these fifty Years, or since the Emperor *Charles II.*'s Reign, to alter the Nature and Manner of it, by its being loaded with higher and additional Duties than it was in that Prince's Time; and the Introduction of *French* Commodities more encouraged, since a Monarch of the House of *Bourbon* sat on the Throne. But what has given a still greater Blow to our said Trade, is his setting up a Multiplicity of Fabricks, for the manufacturing such Goods as the *Spaniards* were formerly supplied with principally from us: For though the favouring those from *France* undoubtedly hurts us, I cannot think it did in the Article of our *Colchester* Baize, as the *British Merchant* seems particularly to intimate; for these stand as a remarkable Instance of the invaluable Quality of that Fabrick, which hitherto no Nation has been able to imitate; and Mr. King seems to be under another Mistake in Regard to the Value of these Baize, when he supposes them once to have rose from seventeen to twenty-four Pence the *Flemish* Ell, as they are never bought by Measure, but by the Piece; it being the *Bocking* Baize, made indeed at *Colchester* as well as at that Place, only that are sold by Measure, and are only fit for the *Portu-*

*tugal* Market, whilst the *Colchester* Baïse are solely vendible in *Spain*; and the finest of them are still in almost as much Esteem as ever in that Country, though the Poverty of the People disabled them from going dressed in the same Manner their most affluent Condition permitted them, so that the Generality are now obliged to content themselves with the Products of their own Looms, set up in *Arragon*, &c.

His Catholick Majesty *Philip V.* began before his Death to encourage the Manufactories of Cloth, which had for many Years been carried on in his Kingdom, though to very little Purpose, till the Duke *de Ripperda*, then Prime Minister, revived the Establishments, and improved them by introducing a great many Clothiers from his own Country, *Holland*, to whom his Majesty continued his Protection, notwithstanding the said Nobleman afterwards fell into Disgrace. And, in Order the better to promote his Intentions, he granted the Fabricators many Privileges, and to animate them to an Increase and Improvement, he wore them himself, clothed his Troops with them, and prohibited the Importation of any from abroad, which Mandate was for some Years observed with Rigour; and though I never heard it was repealed, yet our Cloths are now, and have been for some Years past, admitted to an Entry at *Cadiz*, as well as other Sorts of Woollens that were included in the Prohibition; but the Quantity is small in Respect to what it formerly was, and this Commerce has entirely ceased in most other Parts of *Spain*, where the Dispatch formerly was very considerable; and the principal Part of what is now introduced there as well of Cloth as other Woollens, serves for their Transport Trade to their *American* Colonies, with the Exception of our fine Baïse, best *Sandford* Ells, and a few other fine Goods, inimitable, as I before observed, by the *French*, which are still used and worn by the *Spaniards* in *Old Spain*.

Don *Ferdinand VI.* strictly followed his Father's Steps, and greatly improved on his Schemes and Maxims; so that Manufactures of various Sorts are now settled in *Spain*, whereas his Father, only left that of Cloth in Being; and this Prince, being less influenced by *French* Counsels, had naturally the Good of his Country more at Heart.

I should now proceed to give an Account of the present State of our Trade with that Country; but previous hereto, I hope it will be agreeable to my Readers, that I inform them on what Footing our Treaties with that Crown have placed us, as some of them are in very few Hands, though the Knowledge of them may prove both instructive and advantageous.

The Basis on which the several Treaties of Commerce subsisting between *Great-Britain* and *Spain* are founded, is that concluded between the two Crowns at *Madrid*, on the 1<sup>st</sup> of *May*, 1667; and as this is indeed the Substance of all the subsequent ones, I shall just give the Heads of the Articles immediately relative to Trade.

ARTICLE IV. Stipulates a free Trade of Commerce to the Subjects on both Sides, as well by Land as Sea, &c.

ART. V. Agrees that no Customs shall be paid in either Kingdom by the Subjects of the other, but such as the Natives pay.

ART. VI. Tables or Lists of the Duties shall be put up at the Doors of the Custom-houses, &c. that Merchants may know what they have to pay, and not be imposed on.

ART. VII. Permits the *English* freely to import all Kind of Goods, without being enforced to declare to whom, and for what Price they sell them; nor shall they be molested for the Errors of Masters or others, in the Entry of the said Goods, nor obliged to pay Duties for more than they land; and Prize Goods shall be esteemed as *English*.

ART. VIII. Grants Leave for the *English* freely to carry *East-India* Goods into *Spain*, and that they shall have all the Privileges granted to the *Dutch* by the Treaty of *Munster*, 1648.

ART. IX. And the Privileges granted to the *English* residing in *Andalusia*, 1645, to be general to all of that Nation, residing or trading in any Places whatsoever within his Catholick Majesty's Dominions.

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ART. X. No Ships appertaining to the *English*, navigating in the King of *Spain's* Dominions, shall be visited by the Judge of Contraband, or any other Officer; nor shall any Soldiers or armed Men be put aboard them; nor shall the Custom-house Officers of either Part search any Ship, until they have landed all their Cargo, or such Part of it as they intend; but in the Interim Officers may be put aboard, not exceeding three, to see that no Merchandise be landed without paying Duties, but this without any Expence to the Ship. And when the Master shall declare his Intention of landing his whole Cargo, and shall have made his Entry accordingly, and afterwards other Goods unentered are found aboard, eight working Days shall be allowed to work, to commence from the first Day of Delivering, to the End that the concealed Goods may be entered, and Confiscation prevented; and if in the Time limited, the Entry be not made, then the unentered Goods only shall be confiscated, and no other Punishment inflicted.

ART. XI. Agrees, that neither Party shall be obliged to register or pay Customs for any other Goods than those they shall unlade.

ART. XII. Settles, that when those Goods which are landed and have paid Customs, are afterwards carried to some other Part in the same Dominions, they shall pay no new Duties.

ART. XIII. All Ships may enter freely in any Port or Road of either Prince, and depart when they please, without paying any Duties for their Cargoes, provided they do not break Bulk.

ART. XIV. In Case the Ships belonging to the Subjects of either Party shall be met by Men of War or Privateers appertaining to the other Party, these shall send their Boat aboard the Merchant Ship, and be satisfied with examining his Passports, without coming within Gunshot.

ART. XV. If any prohibited Goods shall be exported from either of the Kingdoms, by the respective Subjects of the one or the other Party, only such Goods shall be confiscated, without any further Punishment, except the Delinquent shall carry out of his *Britannic* Majesty's Dominions, the proper Coin, Wool, or Fullers-Earth; or shall carry out of the Dominions of the said King of *Spain*, any Gold and Silver, wrought or unwrought; in either of which Cases, the Laws of the respective Countries are to take Place.

ART. XVII. No Merchant, Pilot, Master of a Ship, Mariner, Ships, or Merchandise, shall be embargoed or detained, by any general or particular Order whatsoever.

ART. XVIII. Merchants and Subjects, of the one and the other King, may use all Kinds of Fire-Arms for their Defence, according to the Custom of the Place.

ART. XIX. The Captains, Officers, and Mariners, of the Ships belonging to either Party, may not commence an Action for their Wages, nor may be received under any Pretext whatsoever, into the Service or Protection of either King; but if any Controversy happen between Merchants and Masters of Ships, or between Masters and Mariners, the composing thereof shall be left to the Consul of the Nation; though he who shall not submit to this Arbitrament, may appeal to the ordinary Justice of the Place.

ARTS. XXI, XXII, and XXIII. Allow Freedom of Trade to Places in Amity or Neutrality with either Party, that they shall not be disturbed therein, and that in this Case, if any contraband Goods be found in them, they only shall be confiscated, and no other.

ART. XXIV. Shews what are contraband Goods, which I have already described in a former Part of this Work.

ART. XXVI. All Goods belonging to the Subjects of either Party, which shall be found laden on the Ships of Enemies, shall be confiscated.

ART. XXVII. The Consuls which shall hereafter reside in any of the King of *Spain's* Dominions, or the *Spanish* Consul residing in *England*, shall have, and exercise the same Power and Authority in the Execution of his Office, as any other Consul hath formerly had.

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ART. XXVIII. Secures the Subjects on either Side from being molested or disturbed on Account of their Religion, so long as they give no publick Scandal or Offence.

ART. XXIX. All Merchandise shall be paid for in both Countries only in such Coin as shall be agreed for.

ART. XXX. And all Merchants, Factors, &c. of both Nations shall enjoy their Houses, Warehouses, &c. during the Time for which they have hired them, without any Impediment.

ART. XXXI. The Subjects of the said confederate Kings shall employ those Advocates, Proctors, &c. that they shall think fit; and they shall not be constrained to shew their Books and Papers, if it be not to give Evidence, for the avoiding Controversies and Law Suits, neither shall they be embargoed, detained, or taken out of their Hands upon any Pretence whatsoever, and they may keep their said Books and Accounts in whatever Language they please.

ART. XXXII. In Case the Estate of any Person shall be sequestered or seized on by any Court of Justice, within the Dominions of either Party, and any Estate or Debt happen to lie in the Hands of the Delinquents, belonging *bona fide* to the Subjects of the other, the said Estate or Debts shall not be confiscated, but restored to the true Owners.

ART. XXXIII. The Estates of those who die in either Country respectively shall be preserved for the lawful Heirs of the Deceased.

ART. XXXIV. The Goods and Estates of his *Britannic* Majesty's Subjects, who shall die in *Spain*, without making their Wills, shall be put into Inventory, with their Papers, Writings, and Books of Account, by the Consul, or other publick Minister, to be kept for the Proprietors and Creditors; and neither the *Cruzada*, nor any other Judicatory whatsoever, shall intermeddle therein: which also in like Case shall be observed in *England*, towards the Subjects of the King of *Spain*.

ART. XXXV. That a decent and convenient Burial-place shall be granted and appointed, to bury the dead Bodies of the *British* Subjects who shall die in *Spain*.

ART. XXXVI. If any Difference hereafter happen between their *Britannic* and Catholic Majesties, six Months' Space shall be allowed their respective Subjects, to withdraw their Effects, without giving them in that Time any Molestation or Trouble, or retaining their Goods or Persons.

ART. XXXVIII. The *English* and *Spaniards* to have reciprocally all Privileges granted, or to be granted, to any other Stranger.

Subsequent to the foregoing Treaty many others have since been made, especially after the last long War, at *Utrecht*, the 13th of *July*, and 9th of *December*, 1713, and another on the 14th of *December*, 1715, which last being scarce, and consequently not easy to be obtained, I here insert it *verbatim*, as it is not long.

*Treaty of Commerce between Great-Britain and Spain, concluded at Madrid, the 14th of December, 1715.*

**W**HEREAS since the Treaties of Peace and Commerce lately concluded at *Utrecht*, the 13th of *July*, and the 9th of *December*, 1713, between his Catholic Majesty, and her late Majesty the Queen of *Great-Britain*, of glorious Memory, there remained still some Differences about Trade and the Course thereof; and his Catholic Majesty and the King of *Great-Britain*, being inclined to maintain and cultivate a firm and inviolable Peace and Friendship, in order to attain to this good End, they have by their two Ministers, underwritten, mutually and duly qualified, caused the following Articles to be concluded and signed.

I. The *British* Subjects shall not be obliged to pay higher or other Duties, for Goods coming in, or going out of the several Ports of his Catholic Majesty, than those they paid for the same Goods in King *Charles II.*'s Time, settled by Schedules

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duties and Ordonnances of the said King, or his Predecessors: And although the *Gracias*, commonly called *Pis del Fardo*, be not grounded on any Royal Ordonnance, nevertheless his Catholic Majesty declares, wills, and ordains, that it be observed, now and hereafter, as an inviolable Law; which Duties shall be exacted and raised, now and for the future, with the same Advantages and Favours to the said Subjects.

II. His Majesty confirms the Treaty made by the *British* Subjects, with the Magistrates of *St. Anders* in the Year 1700.

III. His Catholic Majesty permits the said Subjects to gather Salt in the Isle of *Tortugas*, they having enjoyed this Liberty in the Reign of King *Charles* the Second, without Interruption.

IV. The said Subjects shall pay no where any higher, or other Duties, than those paid by the Subjects of his Catholic Majesty in the same Places.

V. The said Subjects shall enjoy all the Rights, Privileges, Franchises, Exemptions, and Immunities whatever, which they enjoyed before the last War, by Virtue of the Royal Schedules or Ordonnances, and by the Articles of the Treaty of Peace and Commerce made at *Madrid* in 1667, which is hereby fully confirmed; and the said Subjects shall be used in *Spain*, in the same Manner as the most favoured Nation, and consequently all Nations shall pay the same Duties on Wool and other Merchandises coming in and going out by Sea: And all the Rights, Privileges, Franchises, Exemptions and Immunities, that shall be granted and allowed to the said Subjects, the like shall be granted, observed, and permitted to the Subjects of *Spain*, in the Kingdoms of his Majesty the King of *Great-Britain*.

VI. And as Innovations may have been made in Trade, his Catholic Majesty promises on his Part to use his utmost Endeavours to abolish them, and for the future to cause them to be avoided: In like Manner the King of *Great-Britain* promises to use all possible Endeavours to abolish all Innovations on his Part, and for the future to cause them by all Means to be avoided.

VII. The Treaty of Commerce made at *Utrecht*, the 9th of *December*, 1713, shall continue in Force, except the Articles that shall be found contrary to what is this Day concluded and signed, which shall be abolished and rendered of no Force, and especially the three Articles; commonly called explanatory; and these Presents shall be approved, ratified, and changed on each Side, within the Space of six Weeks, or sooner, if possible: In Witness whereof, and by Virtue of our full Powers, we have signed these Presents at *Madrid*, the 14th of *December*, in the Year 1715.

(L. S.) *M. de Bedmar.*  
(L. S.) *George Bubb.*

After this Treaty, Affairs of State and new Embroils have occasioned the making several others since the Rupture in 1718, though they all proved ineffectual to prevent the War in 1739, which being now happily over, it is to be hoped the Peace that has succeeded will remain established for a long Term, and her cheerful Smiles lull both Nations into a Forgetfulness of the past Troubles and Distresses, that War brings with it, more especially to the mercantile Part of them; and as the Treaty concluded on this Occasion at *Madrid*, the 5th of *October*, N. S. 1750, not only settled the Peace in general, but also in particular the Disputes depending between the two Crowns, in regard to the *Asiento* Contract; and as it is the last, and consequently of most Importance for my Readers' Government, I shall give them the Articles of it, and with them finish this Topick.

**WHEREAS** by the XVIth Article of the Treaty of *Aix-la-Chapelle*, it has been agreed between their *Britannic* and Catholic Majesties, that the Treaty of the *Asiento* for the Commerce of Negroes, and the Article of the annual Ship, for the four Years of Non-Enjoyment, should be confirmed to *Great-Britain*, upon the same Foot, and upon the same Condition, as they ought to have been executed before the late War; and their respective Ambassadors of their said Majesties having agreed, by a Declaration signed between them on the 17<sup>th</sup> *June*,

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1748,





than the said Subjects shall pay upon the same Merchandizes, which they shall bring in or carry out by Sea; and all the Rights, Privileges, Franchises, Exemptions, and Immunities, which shall be granted or permitted to any Nation whatever, shall also be granted and permitted to the said Subjects; and his Britannic Majesty consents that the same be granted and permitted to the Subjects of Spain in his Britannic Majesty's Dominions.

ART. VIII. His Catholic Majesty promises to use all possible Endeavours on his Part, to abolish all Innovations which may have been introduced into Commerce, and to have them forborn for the future. His Britannic Majesty likewise promises to use all possible Endeavours to abolish all Innovations, and to forbear them for the future.

ART. IX. Their Britannic and Catholic Majesties confirm by the present Treaty the Treaty of *Aix-la-Chapelle*, and all the other Treaties therein confirmed, in all their Articles and Clauses, excepting those which have been derogated from by the present Treaty: As likewise the Treaty of Commerce, concluded at *Utrecht* in 1713; those Articles excepted, which are contrary to the present Treaty, which shall be abolished and of no Force; and namely the three Articles of the said Treaty of *Utrecht*, commonly called *explanatory*.

ART. X. All the reciprocal Differences, Rights, Demands, and Pretensions, which may have subsisted between the two Crowns of Great-Britain and Spain, in which no other Nation whatever has any Part, Interest or Right of Intervention, being thus accomodated and extinguished by this particular Treaty; the two said most serene Kings engage themselves mutually to the punctual Execution of this Treaty of reciprocal Compensation, which shall be approved and ratified by their said Majesties, and the Ratifications exchanged in the Term of six Weeks, to be reckoned from the Day of their Signing, or sooner, if it can be done.

*In Witnes whereof, &c.*

These Treaties are confirmed by the second Article of the definitive Treaty of Peace, signed at *Paris*, February 10th, 1763.

Our Exports now to Spain, including the *Canary* Islands, are long, short, and Spanish Cloth, Stuffs, Baile, Hats, Perpets, Silk and worsted Hosiery, Butter, Cheese, Leather, wrought Iron, Brass, Bell Metal, Linens plain and printed, Pewter, Tin, Lead, Shot, Copper, Sail Cloth, Haberdashery Wares, Clock Work and Watches, Shoes, wrought Silk, wrought Plate, Gunpowder, Cordage, Logwood, Brazillito, Silk mixed, and sewing Silk, Glass, Copperas, Prints, Train Oil, Toys, Cabinet and Ship-Chandlery Wares, Wax, Lantern Leaves, Flax, Fans, Wheat, Beans, Barley Meal; Thread, Tobacco, Canvas, Cambricks, Lawns, Bed-Ticks, Sugar, Drugs, Pimento, Pepper, Spice, Staves, Brimstone, Deer Skins, *East-India* Goods, &c.

The Imports from thence are Wine, Almonds, Anniseed, Cumminseed, Soap, Oil, Silk, before the Extraction was prohibited, Iron, Wool, Indigo, Figs, Raisins, Oranges, and Orange Juice, Lemons, Chefnuts, Small-nuts, Pomgranates, Olives, Saffron, Barilla, Kelp, Kid-Skins, Capers, Umber, Anchovies, Sponges, wrought Silk, Cochineal, Cork, Whisk Brooms, and, formerly, Brandies, which I believe may pretty near balance that Trade, *extra* of the Corn and Meal, which have lately been very considerable, and I think must be regarded as a Balance in our Favour; but these being only accidental Articles, are not to be reckoned as staple Commodities, nor placed on the Credit Side in this Account of Commerce, at least in such large Quantities, as a lost Harvest in that and the neighbouring Territories obliged them to call for; I say, supposing their Dearth to happen when an equal Calamity has befallen the other southern Countries; for when they can be supplied from *Sicily*, *Sardinia*, *Naples*, *Turkey*, *Barbary*, or the *Ecclesiastical State*, they always prefer those solid Grains before our's, as well on Account of its yielding more Flour, as because their Mills are set for grinding hard Corn, which must be altered when a soft Sort is to supply the Deficiency. I have not mentioned among the preceding Imports, the Article of Plate, which is no small one, and I think is a certain Indication of the Balance of that Trade being in our



but Favour, and would certainly be much more so, were the Customs on our Goods collected in Spain according to the preceding Treaties, which include and enforce the Schedules granted the *English* by several successive Monarchs; But to shew that they are levied on a much higher Valuation, and very differently from what is therein stipulated and agreed, I here add an Account of the Imposts on Merchandise, drawn up at Cadix, the 17th of February, 1750, by a Gentleman, whose Capacity in Mercantile Affairs is exceeded by few, and this induces me also to subjoin his Sentiments, which please to take in his own Words.

*Particulars of the Impost on Merchandise entered in this Custom-house.*

**G**OODS according to their different Species pay 11, 5, 10, or 4 per Cent. Almojarifazgo Goods charged with 11 per Cent. Almojarifazgo pay Duties as follows:

Branches.		Decimals.
N <sup>o</sup> . 1	11 per Cent. with $\frac{1}{4}$ in Plate, which is $\frac{1}{4}$ Part more	0,12375
2	2 per Cent. called <i>dos unos</i> , as foregoing	0,0225
3	2 per Cent. called <i>Bofillo de la Reyna</i> , as above	0,0225
4	1 $\frac{1}{2}$ per Cent. with a Premium of 5 per Cent.	0,01575
5	1 $\frac{1}{2}$ per Cent.	0,0125
6	4 per Cent. called 1 <sup>o</sup> , 2 <sup>o</sup> , 3 <sup>o</sup> , 4 <sup>o</sup> . <i>uno de Alcabala</i>	0,04
7	1 $\frac{1}{2}$ per Cent. called <i>Donativo antiguo de la Ciudad y Fortification</i>	0,01500

Amount of the Duties before the Year 1686, being 25 $\frac{1}{2}$  per Cent. 0,252

8 1 $\frac{1}{2}$  per Cent. with a Premium of 5 per Cent. *consulado y longa* 0,014

Amount of the Duties upon the Accession of King Philip V. being 26 $\frac{1}{2}$  per Cent. 0,266

9 1 $\frac{1}{2}$  per Cent. called *Donativo moderno de la Ciudad* 0,015

Amount of the Duties before the late War, being 28 $\frac{1}{4}$  per Cent. 0,281

10 2 per Cent. called *Sanidad* 0,02

Amount of the Duties actually levied, being 30 $\frac{1}{4}$  per Cent. 0,301

When the Almojarifazgo is 5 per Cent. the Duties are as follows:

5 per Cent. with the Quarter Part in Plate, which is $\frac{1}{4}$ Part more	0,05625
N <sup>o</sup> . 2, 3, 4, 5, 6, 7, Branches afore-mentioned added	0,12825
4 $\frac{1}{2}$ per Cent. additional Alcabala on this Article	0,045

Amount of the Duties before the Year 1686 being 22 $\frac{1}{2}$  per Cent. 0,2295

N<sup>o</sup>. 8, above-mentioned added 0,014

Amount of the Duties upon the Accession of King Philip, being 24 $\frac{1}{4}$  per Cent. 0,2435

N<sup>o</sup>. 9, above-mentioned added 0,015

Amount of the Duties before the late War, being 25 $\frac{1}{2}$  per Cent. 0,2585

N<sup>o</sup>. 10, above-mentioned, added 0,02

Amount of the Duties actually levied, being 27 $\frac{1}{4}$  per Cent. 0,2785

Goods charged with 10 per Cent. Almojarifazgo paid in the afore-mentioned Manner, before the Accession of the late King Philip, 29 $\frac{1}{4}$  per Cent. and before the late War, 31 $\frac{1}{4}$  per Cent. and they must now pay 33 $\frac{1}{4}$  per Cent.

Goods charged with 4 per Cent. Almojarifazgo, paid before the Accession of King Philip 23 $\frac{1}{4}$  per Cent. and 24 $\frac{1}{4}$  per Cent. before the late War, and actually pay 26 $\frac{1}{4}$  per Cent.

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In Order to comprehend the Calculation of these Duties, here is a small Specimen of the Model of the *Spanish* Book of Rates, as it stood before the late War, and the Innovations made in the Valuation of some Articles of your Manufacture.

5 Anafotsblancos la Pieza	6000 40	White Hunfcoats, they are now rated at 7000
5 Dichos negros la Pieza	3000 40	Black ditto 6000
11 Bayetas de <i>Inglaterra</i>	10000 7	Baife 12000
10 Curtidos de <i>Irlanda</i> cada uno	680 7	<i>Irish</i> Hides 1496
11 Duroys la Pieza	2000 40	Duroys 3000
11 Pannos finos de <i>Inglaterra</i> la Pieza	24,000 40	Fine <i>English</i> Cloths, Var. now rated at 1768 each
11 Dichos entre finos	17,000 40	Second Cloths 816 ditto
11 Dhos Comunes	14,000 40	<i>Yorkshire</i> Cloths 510 ditto

The first Column specifies the Almojarifazgo, the second the species of Goods, the third the Value, Rate, or Aforo, as called here, the fourth the Abatement *per Cent.* or Gracia, called *Pie de fardo*. Besides that Gracia, there is an Abatement of 25 *per Cent.* allowed by the King, called *la quarta Tabla*. The Duties are thus calculated, *viz.*

100 Pieces white Hunfcoats entered in this Custom-house, 40 deducted for the Gracia, being 40 *per Cent.* as afore-mentioned, 60 Pieces valued according to the Aforo, or Rate above-mentioned, at 6000 Maravedis, make 360,000, from which Sum deducting 90,000, or the  $\frac{1}{4}$  Part for *la Quarta Tabla*, there remains 270,000 Maravedis. As the Almojarifazgo is 5 *per Cent.* and all the Branches appertaining to it as afore-mentioned, amounting to 25  $\frac{1}{4}$  *per Cent.* before the late War, therefore 270,000 at 25  $\frac{1}{4}$  *per Cent.* are Mars. 69,795, which at 64 Mars. the Value of each Real Plate, are R. Pl. 1090  $\frac{1}{4}$ , the full Amount of the Duties on 100 Pieces of white Hunfcoats. But at present the Aforo or Valuation of white Hunfcoats is at 7000 Maravedis, whence  $60 \times 7000 = 420,000 - 105,000$  the *Quarta Tabla* = 315,000 at 27  $\frac{1}{4}$ , the actual Duties *per Cent.* are 87,727.5 Mars. at 64 are R. Pl. 1370  $\frac{1}{4}$ , the Amount of the Duties 100 Pieces white Hunfcoats must now pay. The Difference is, R. Pl. 280  $\frac{1}{4}$ , they now pay more than was levied before the late War, which is near 25  $\frac{1}{4}$  *per Cent.* Augmentations on the Duties then established.

In the Treaty of Commerce between the Crowns of Great-Britain and Spain, concluded at *Madrid* the 17<sup>th</sup> May, 1667, the Schedules and Immunities granted to the *British* Subjects trading to these Ports are, I think, inserted. If a new Treaty be attempted, the said Schedules may be inserted therein verbatim, to enforce the Execution. The View of the *British* Court, in the Treaty concluded at *Utrecht* in 1713, seemed to be, that their Merchandise should not pay more Duties than 10 *per Cent.* on their real Value, to be ascertained in a new Book of Rates, which was mutually agreed between the two Courts to be formed. But the Bishop, [I suppose the Bishop of *Bristol*, who was then Ambassador and Plenipotentiary, is here meant,] did not understand Duties; for the Expression in the said Treaty, *But it is to be understood that this is not to extend to the Albavallas, Cientos, and Millones*, destroyed the whole Purport of the Treaty, and rendered the forming a new Book of Rates quite useless. The Merchants versed and knowing in the Nature of the Duties, did therefore solicit that the Customs and Aforos should remain on the same Footing they were upon in King *Charles II.*'s Time, though some Articles were over-rated, which was accordingly executed by the Treaty of *Madrid*, 1715. Since the late War the Duties are augmented as afore-mentioned, and what is much more grievous, the Aforo or Valuation of the Merchandise is greatly increased; wherefore our Consul at the Head of this Factory applied to our Ambassador at *Madrid*, to solicit, if seemingly to him convenient, that the Goods should be dispatched in the Custom-houses in like Manner as they were before the War: Nothing favourable has resulted, for the Goods are charged upon the extravagant new Footing. If the Aforo or Valuation of a few Articles of the *British* Products was lessened, and the Innovations, introduced since the War, were abolished, the

proposed End of the *British* Court, to pay no more than 10 per Cent. on the real Value of the Goods, may be accomplished, although no Alteration be made in reducing or abolishing any Branch of the Duties actually levied: Which appears to me to be the easiest Method, as an Attempt to strike off any of the Branches of the Duties might be powerfully resisted by those to whom they were appropriated, or the Managers thereof. Some Instances are offered to make this Matter more plain. A Piece of Baife, upon a Medium of the Value of the Quality for this Market, shipped in *London*, will not cost, including the Charges, above 7*l.* 8*s.* 9*d.* which is equal to fifteen Ducats, or a hundred and sixty-five Reals Plate; each Piece was rated before the War at 10,000 Maravedis, the Gracia  $\frac{1}{2}$ , and  $\frac{1}{4}$  for the Quarta Tabla, being deducted, and the Duties at 28 per Cent, as they then stood, being charged, each Piece paid R. Pl. 22  $\frac{1}{2}$ , which is 13  $\frac{1}{2}$  per Cent. on the real Value. Yet a Piece of Baife is now rated at 12,000 Mars, and the actual Duties of 30  $\frac{1}{2}$  being charged, after deducting the Gracias, each Piece must now pay R. Pl. 28  $\frac{1}{2}$ , which exceeds 17 per Cent. on the real Value. Whereas if the Aforo of Baife was at 7000 Mars, then each Piece would pay as the Duties now stand, R. Pl. 16  $\frac{1}{2}$ , or only 10 per Cent. on the real Value. In like Manner other Goods may be valued according to their regular and common Cost put aboard, and not at the Price they are regularly sold for, because the Duties and Charges on the Sale make a Part of the Price of Sale. If this Idea be approved, a Table for the Rates of all Goods imported from his Majesty's Dominions may easily be framed, and formed so that the Duties shall not exceed 10 per Cent. on the real Value. The following is a Specimen of such a Table, viz.

Almoxarifazgo	Goods	the Aforo	the Gracia.
11	Baife, each Piece	70000	$\frac{1}{2}$
11	Long Ells, each Piece	2900	40
11	Fine Cloths, each Piece	24000	40 as before the War.
11	Second Cloths, ditto	17000	40 as before the War.
11	Yorkshire Cloth, ditto	10000	40
11	Estamenas, each Piece	6000	40 as before the War.
5	Broad Camlets, ditto	5000	40
5	Hunfcoats, each Piece	5000	40
10	Hides, each	680	$\frac{1}{2}$ as before the War.

Merceries according to Invoice, &c.

#### Of the Trade between Great-Britain and Portugal.

OUR Trade with this Kingdom is generally esteemed of great Value; and the Importance of it to both Nations being very considerable, therefore ought to be cultivated by them with mutual Ardour; as the Portuguese take off a large Quantity of our native Commodities, and we in Return consume a greater one of theirs than all the Nations in Europe put together; though that People appear in some Measure insensible of the Advantages arising to them from this Commerce, and seem to have forgot the little Dispatch they had for their Wines, the greatest Product of their Country, when Peace and low Duties made those of France to be the general Consumption.

The English Factory at *Lisbon* published a Memorial in the Month of July 1729, by which it appears, and seemingly beyond Contradiction, that the Balance of Trade with that Kingdom was against us; and as I have no Reason to think there has been any favourable Alteration in it since, I shall give my Reader a Copy of the said Memorial, as it was communicated to me by one of the Gentlemen principally concerned in drawing it up, with the Remarks made by that considerable and judicious Body of Traders on it.

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*An Estimate of the yearly Consumption in the Portuguese Dominions of the Commodities which are of the Growth and Manufactures of the English Dominions, calculated by the annual Sales of the Merchants residing in Lisbon, and by the best Information taken from them and from other Parts.*

<i>Sales in Lisbon, computed by several English and other Merchants</i>	
Houses settled there	1,620,000,000
Sales in Porto	600,000,000
Sales in Coimbra and Figueira	120,000,000
Sales in Madeira, and the other Islands, about	100,000,000
Bacalboa, fifty thousand Quintals, at 4000 Rs.	200,000,000
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	2640,000,000
Duties paid for Customs might be reckoned at 15 per Cent. on the Sales	496,000,000
Small Charges in and out the Custom-house, and at the Sale 1 per Cent.	26,400,000
Port Charges, Consulage excepted, of all the English Ships, Expences of the Captains and Sailors, and of all the English in Portugal, at a moderate Computation	50,000,000
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	572,400,000
Remains net to the British Nation	<hr/>
	2,067,600,000

*An Estimate on the yearly Consumption by the English, of the Product of the Portuguese Dominions, calculated by the Exportation from them to Great-Britain, Ireland, and the English Possessions in America.*

## WINES.

From Lisbon	3000 Pipes, white, at 40000	120,000,000
	2000 ditto, red	50000
		100,000,000
From Oporto	25000 ditto,	50000
		1,250,000,000
From Figueira	1500 ditto,	45000
		67,500,000
From Madeira	10000 ditto,	28000
		280,000,000
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	41500 Pipes.	1,817,500,000
Oils from Lisbon, Oporto, and Algarve,	2000 Pipes, at 40000	80,000,000
Figs, Almonds, Raisins, Brooms, Canes, Shumach, Cork, &c.		
from Algarve		20,000,000
50000 Chests of Fruit, from Lisbon, Oporto, &c. at 3000 Rs.		150,000,000
4000 Moys of Salt from Lisbon, St. Uval, &c. at 1400 Rs.		56,000,000
The Exportation by the English, for their own Consumption of the Portuguese Commodities, annually amounts to		2,123,500,000
The net Proceeds belonging to the English, of the Consumption of their Commodities in the Portuguese Dominions as above, amounts to		2,067,600,000
Consequently the Balance in Favour of Portugal, and lost by England, is		<hr/>
		55,900,000
		<hr/>
		2,123,500,000

Portugal

<i>Portugal</i> loses by her Trade with the several other Nations from whom she receives Commodities, <i>extra</i> of the <i>English</i> , as will be shown in an Estimate, when I come to treat thereof	2,964,000,000
The <i>English</i> pay for the Balance of their Trade with <i>Portugal</i> as per the above Estimate	55,900,000
	2,908,100,000

Part of which goes directly to *Italy*, and the Rest, mostly, by the Way of *England*, on Account of the Conveniency of the Exchange, and of Shipping

By the preceding Estimate, made favourable to the *English* Trade, as the Consumption of their Commodities is set down rather more than less, and their Exportation of the *Portuguese* Products as moderately computed as is possible both in Quantity and Price; it plainly appears,

1st. That the Balance of Trade between *Great-Britain* and *Portugal*, is in Favour of *Portugal*, who annually gains by the same, and the *English* lose Rs. 55,900,000.

2dly. That consequently that Trade cannot occasion the Extraction of Gold from *Portugal*, since the liquid Produce of all the Commodities consumed there, is not sufficient to pay for those which they take from *Portugal*.

3dly. That therefore the Gold, which annually goes from thence, is to pay other foreign Nations the Balance of their Trade; since the *Portuguese* cannot pay them in the Product of their own Country much above the quarter Part of the Value of what they consume of those foreign ones.

4thly. That the King of *Portugal* receives every Year a very considerable Sum from the Duties on the *English* Trade, which are much higher in Proportion than those on the Commodities of other Nations, being on the Importation Rs. 396,000,000 and on the Exportation 212,350,000, which amounts annually to R. 608,350,000.

Besides these Truths so clearly demonstrated, there are many others which well deserve to be considered; such are the following:

No Nation, besides the *English*, take off the *Portuguese* Wines, nor can be supposed ever to do it, since those who want this Commodity are supplied much better from *France*, and from other Parts, and at more moderate Prices; and as *England* reduce the Duties on the *French* Wines to an Equality with those on the *Portuguese*, this Branch of Trade, which is so advantageous to them as to amount yearly to above a million eight hundred thousand Mil-Reis, paid them in ready Money, by the *English*, would be entirely lost to them: The same Thing, a little more or less, is evident with Respect to other Fruits, since the *English* take off above ten Times the Quantity which all other Nations together do.

And though this Branch of Trade is much less considerable, yet it amounts by the Estimate to 170,000,000 Reis, and being, the same with their Wines, the Growth of their Country, that whole Sum which the *English* pay for it is just so much Gain to *Portugal*. It is remarkable, that, notwithstanding the considerable Sum of Money, which the Commodities exported by the *English* amount to, they are never indebted to the *Portuguese*, paying them always ready Money; whereas on the contrary, these last are always indebted to the *English*; and this Truth naturally leads to the following Considerations: That *Portugal* has always in Possession a very large Stock belonging to the *English*, which, considering the Nature of the Sales in this Country, and the Custom and Method of the Shopkeeper's Payments, may safely be computed, Allowance being made for what is sold for ready Money, to amount to above the Import of one Year's Sales, so that by a moderate Computation the *English* have constantly a dead Stock in *Portugal*, consisting of Goods in the Custom-house and their Warehouses, and in Debts outstanding, of 2,500,000,000 Reis or upwards. The *English* certainly furnish the *Portuguese* with the most useful and necessary Goods, their own Corn for the present excepted, and at such moderate Prices as no other

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ART. III.  
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other Nation can afford to do. If at this Time they bring them none of their Corn, there being a Scarcity of it, they have done it formerly, and no Doubt will do it again when they can spare it: and since *Portugal* cannot subsist without a constant Supply of that Commodity from abroad, should there happen to be a bad Harvest in *Spain*, or a Rupture between those two Crowns, the *English* by the Power of their Navy, and the Quantity of their trading Ships, are the only Nation which can at all Times effectually furnish and secure what foreign Corn is necessary to *Portugal*.

To the above Remarks on the Trade of *Portugal*, I shall take the Liberty to add the following of my own, as consequential to those so justly made by the Merchants there. And,

1st. If they are such as may be relied on, Mr. *King's* Calculations on that Commerce must have been very croneous, or it must have been greatly altered in the few intervening Years, between his Estimate and the *Lisbon* Merchant's; as he supposes, in his Dedication, P. 3. Vol. III. that our Exports to *Portugal* were then encreased from about 300,000*l.* a Year to near a Million and a half, whereas by the preceding Estimate it may be seen, than in the Year 1729, the nett Produce of every Thing sold in that Kingdom did amount to but little more than one half of the foregoing Sum:

2dly. But if Mr. *King's* Calculations are right, as I am inclined to believe, when I consider they were made by some Gentlemen eminent both for their Capacities and Honour, I must conclude so great a Difference in so short a Space must have proceeded from large Quantities of our Woollens, &c. being carried into *Portugal*, with the View of introducing them afterwards, through that Channel, into *Spain*; and I cannot otherwise account for the Disparity between two Estimates made by different Sets of Gentlemen, equally to be credited and relied on.

It is, however, certain, that our Trade with that Kingdom was in the last Century almost destroyed by the Encouragement given to Manufactures of their own; though indeed the Blow came from hence at first; as one *Courteen*, an *Irishman*, and a Servant in the then Queen of *England's* Family, afterwards Queen Dowager, carried over in the Year 1681 several Clothiers and Baife-Makers into *Portugal*, who immediately began to exercise their Professions, particularly at *Port Alegre* and *Covillban*, though with various Success, as the latter were soon dismissed, on its being found that the Staple of their Wool was too short for the Manufacturing of Baife, but the others were continued, and brought the Fabrick of their Cloths to such Perfection, that in *June* or *July* of 1684, among some sumptuary Laws then made, his *Portuguese* Majesty prohibited the Importation of any foreign ones, which continued in Force, till by the Treaty of 1703 with that Crown, it was agreed to rescind the prohibitory Decree, and permit the free Importation of all Woollens, as before the making it; which the subsequent Abstract of the said Treaty will demonstrate.

ART. I. His sacred Majesty of *Portugal* promises, both in his own Name, and that of his Successors, to admit for ever hereafter into *Portugal*, the Woollen Cloths, and the Rest of the Woollen Manufactures of *Britain*, as was accustomed till they were prohibited by the Laws; nevertheless upon this Condition,

ART. II. That is to say, that her sacred Royal Majesty of *Great-Britain* shall, in her own Name, and that of her Successors, be obliged for ever hereafter, to admit the Wines of the Growth of *Portugal* into *Britain*; so that at no Time, whether there shall be Peace or War between the Kingdoms of *Britain* and *France*, any Thing more shall be demanded for these Wines by the Name of Custom or Duty, or by whatsoever other Title, directly or indirectly, whether they shall be imported into *Great-Britain* in Pipes or Hogheads, or other Casks, than what shall be demanded for the like Quantity or Measure of *French* Wine, deducting or abating a third Part of the Custom or Duty. But if at any Time this Deduction, or Abatement of Customs, which is to be made as aforesaid, shall in any Manner be attempted and prejudiced, it shall be just and lawful for his sacred Royal Majesty of *Portugal* again to prohibit the Woollen Cloths, and the Rest of the *British* Woollen Manufactures.

ART. III. The most excellent Lords the Plenipotentiaries promise, that their above-named Masters shall ratify this Treaty.

(L. S. *John Metbuen*.)

In Consequence of this Treaty, our Woollens have ever since been currently admitted into *Portugal*, and we now send there, Cloths of all Sorts, Baïse, Perpets, Stuffs, Hats, Hofs, &c. We send likewise Iron, wrought Brass, Lead, Pewter, Shot, stained Paper, and other stationary Wares, Sail Cloth, Linen, Glafs, Earthen and Cabinet Wares, Gun-Flints, Toys, Millinery and Turnery Wares, Painter's Colours, Butter and Cheese, Gunpowder, Cordage, wrought and mixed Silk, Clock-work and Watches, Garters, Haberdashery Ware, all Sorts of Corn and Meal, wrought Plate, Lantern Leaves, Leather, Logwood, Copperas, Apothecaries' Stuffs, Drugs, Glue, Rice, Bees-Wax, &c. And our Imports from thence are those mentioned in the last quoted Estimate.

Great-Britain's Trade with Italy, including under this Denomination Venice, Naples, and Sicily, Genoa, Leghorn, Ancona, &c.

THE above-mentioned Cities are of all the maritime ones of *Italy* the most considerable, that carry on the most extensive Trade, and where the greatest Number of Ships arrive.

*Turin, Milan, Florence, Bologna, Modena, Reggio, Parma, and Lucca*, are also deeply engaged in Commerce, but as they are situated within Land, they are obliged to value on the Assistance of the maritime ones for carrying it on; and as the Commodities sent from hence to them are in a Manner alike to all, I have joined them together, and intend to treat on the *Italian Trade*, as if the whole had been one Kingdom and not subject to separate Princes.

I have always heard the Trade of *Italy* reckoned at a Million and a half to two Millions Sterling per Annum; those that made it most, have not exceeded the last Sum, and those who have made it least, have never put it under the former, and occasionally it may be much more, as in the last War, and according as their Harvests prove good or bad.

Our Exports to *Italy* are, all Sorts of Cloths and other Woollens, Hats, Hofs, Silk, mixed and wrought, horological Works and Watches, Gunpowder, Leather, Pewter, Brass, Tin, Lead, Shot, Cochineal, Coney Wool, Coals, refined clayed and Muscovada Sugars, Redwood, Logwood, Brazil Wood, Litharge of Lead, Lantern Leaves, Butter, Cheese, Coffee, Bugles, Tobacco, Ginger, Jesuits-Bark, Indigo, Pepper, Pimento, Rhubarb, Sarsaparilla, and other Drugs, China Ware, Callicoes, and other *India Goods*, Glafs and Earthen Ware, Pipes, wrought Plate, and, when their Harvest fails, Corn; Herrings, Salmon, Pilchards, Stockfish, Poorjack, &c. And in Return, *Venice*, and that State, sends us Currants, Hemp, Brimstone, Glafs Beads of different Sorts and Sizes, many Drugs, sometimes Rice, Oil, &c. *Naples* remits here large Quantities of *Belvidere* and *Lipari* Fruit, Oil, Brimstone, Manna from *Calabria*, Argol, Essences, &c. And from *Palermo*, the Capital of *Sicily*, and *Messina*, a Place of still greater Trade there, we receive chiefly Silks, Salt, some Wine, Argol, Cantharides, Juice of Liguorice, Shumach, Manna, and Hemp. *Genoa* makes Returns principally in Paper, Velvets, Damasks, Tabbies, and Brocades; though not so much of either Species as formerly, Oil, Marble, Roch Allum, Lemons, Essences, and Perfumes, Vermicelli, Rice, Coral, Cotton, &c. From *Leghorn* we receive Oil of *Gallipoli* and *Florence*, Wine, Soap, Straw Hats, Cotton and Cotton Yarn, Goats Hair, and Skins, Shumach, Brimstone, Cream of Tartar, Valonia, Marble, Anchovies, Soap, Galls, Juniper Berries, Olives, Coral, and Coral Beads, Verdigris, Argol, Drugs, Silks thrown and raw, &c. all which occasion a Circulation in Trade, well worthy our Attention and Regard, more especially as it leaves a considerable Balance in our Favour.

Of the Trade carried on by Great-Britain with Turkey and Barbary.

THE *Turkey Trade* is carried on by a Company of Merchants, incorporated by Queen *Elizabeth*, under the Title of the *Levant*, or *Turkey Company*, and whose Charter was confirmed by her Successor, King *James I.* with the Addition of many new Privileges, and a Form of Policy observed ever since. This Company is of a very particular Institution, as the Members are not obliged to contribute any Thing to a general Fund, so that it may more properly be

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termed a simple Association, of which the Partners have nothing in common but their Charter and Government, every one trading on his own Stock, though obliged to submit to the Regulations of the Company, and contribute his Share of the necessary Expences about it.

The Troubles of the Kingdom under *Oliver Cromwell* gave Rise to no small ones in this Company, as many Members were thrust in, unqualified in the Manner that the Charters of *Queen Elizabeth* and *King James* required; but on the Restoration *King Charles* endeavoured to re-establish its *quondam* Reputation.

His Charter was dated the 2d of *April*, 1662, and contains, besides the Confirmation of that granted by *King James*, many new Articles about their Polity, or the Amendment of it.

The Company is established in a Body politick, capable of making Laws for their Government, with a Seal, under the Name of the *Governor and Company of English Merchants trading to the Levant Seas*.

The Number of its Members is not fixed, as every one properly qualified may be admitted, though they are generally about three hundred.

The principal Qualification for Admittance is, being a Merchant, and not a Tradesman or Retailer, bred either under a Father, or by serving a regular Apprenticeship to some other. Those who desire to become an Associate, must pay the Company twenty-five Pounds Sterling if they are under twenty-five Years of Age, and double that Sum if they are above; and must swear, on their Admission, to send no Goods to *Turkey* but on their own Accounts, and to consign them only to such as belong to the Company or their Factors.

The Company is governed by itself, and determines Affairs by a Plurality of Voices, in which the Merchant trading for 1000*l.* has an equal Vote with him that trades for an hundred Times as much; and for its better Management, there is a Court settled in *London*, consisting of the Governor, Sub-Governor, and twelve Assistants, who ought all to live in the City or Suburbs; there is also a Deputy-Governor in all the Towns and Ports of *England*, where any Members of the said Company reside.

It is this Assembly at *London* who send the Ships, and regulate the Tariff for the Prices, which the *European* Goods carried to *Turkey* are to be sold at, as well as the Quality of those to be brought back; it also raises the Taxes on the said Merchandises, when the necessary Presents, or other common Expences in Regard of this Trade, require it.

It presents the Ambassador to the Throne for Approbation; and also nominates the Consuls of *Smyrna* and *Constantinople*, whose Pensions the Company pays, therefore never permit either these latter, or the former to raise any Contributions on Ships or Goods under the Pretext of being to defray the Expences of some necessary Gift or other extraordinary Charges, and by this Means avoid the Disorders which other Nations not governed by such wholesome Laws fall into, to the no small Detriment of their Commerce.

The Company also nominate and pay their principal Officers, such as the Minister, Secretary, Chancellor, Interpreters, and Jannisaries, and this to the End that they shall not raise or impose any new Sum on the Merchants' Ships, or Goods.

In extraordinary Cases, the Consuls, and even the Ambassador himself, have Recourse to two Deputies of the Company, who reside on the Spot; or if the Affair be very important, they assemble the whole Nation, who regulate and determine the Presents that are to be given, the Voyage to be made, and every other Circumstance necessary to be treated of; and in Conformity to the Resolutions then taken, the Deputies order the Treasurer to supply the Money, Goods, or *European* Curiosities agreed on; and this Treasurer is established by the Company, and his Cash arises from the Taxes and Imports, which they themselves have thought proper to lay on Goods to discharge the common Expences of the Association.

It is true, however, that the Ambassador and Consuls may act alone on all these Occasions; but besides its being a tacit Clause in the Pensions paid them, to do nothing

nothing without the Deputies' Advice, they choose rather to conform to this Rule than otherwise, for their own Discharge.

The Places reserved to this Company for their Trade, are the States of the Republick of *Venice*, in its Gulf, those of *Ragusa*, and all the Grand Signor's Dominions; the Ports of the *Levant* and *Mediterranean*, excepting those of *Cartagena*, *Alicant*, *Denia*, *Valencia*, *Barcelona*, *Marseilles*, *Toulon*, *Genoa*, *Leghorn*, *Civita Vecchia*, *Palermo*, *Messina*, *Malta*, *Majorca*, *Minorca*, *Corfica*, and all other Ports and Places of Commerce on the Coasts of *France*, *Spain*, and *Italy*. And the Fine for those caught in Trade, and not Members in the Company, is 20 per Cent. on the Value of the Lading so taken.

26 Geo. II.

By the Act of 26 Geo. II. any Subject of *Great-Britain* may be admitted a Member of this Company, on requesting it of the Governor or Deputy-Governor, within thirty Days after making such Request, and paying twenty Pounds, and taking an Oath to be faithful to his Majesty and the Company.

This Trade to be carried on in *British* and Plantation-built Ships only, navigated according to Laws; and the Goods may be consigned to any Freeman of the Company, their Sons, or Apprentices, being his Majesty's Christian Subjects.

No Goods or Merchandises, coming from the *Levant* without a clean Bill of Health, and liable to retain the Infection of the Plague, shall be landed in *Great-Britain* or *Ireland*, or in the Isles of *Guernsey*, *Jersey*, *Alderney*, *Sark*, or *Man*, unless it shall appear to the Satisfaction of his Majesty, his Heirs, or Successors, or of his or their Privy-Council, that such Goods have been sufficiently opened and aired in the Lazarets of *Malta*, *Ancona*, *Venice*, *Messina*, *Leghorn*, *Genoa*, and *Marseilles*, or one of them.

Great Complaints having been made of the Decay of the *Turkey* Trade during the late War begun in 1756, by the Importation of *French* Cloth into *Turkey*, the following Act passed, which was to be in Force no longer than the Continuance of the War:

32 Geo. II.

The Preamble sets forth, That the Importation of Woollen broad Cloth of the Manufacture of *France* into any Places within the *Levant* Seas, by *British* Subjects, is not only a Discouragement and Prejudice to the Woollen Manufactures of *Great-Britain*, but is also a Means of affording Relief to the Enemy, and thereby enabling them to carry on the War; to prevent such destructive Commerce for the future, it is enacted, that no Woollen Goods of the Manufacture of *France* shall be carried into any Place in the *Levant* Seas by any Subjects of this Realm.

No Woollen Goods of this Kingdom shall be imported within the Limits of the Company's Charter, except directly from this Kingdom by a *British* Subject, unless the Importer shall produce to the Ambassador, Consul, or Vice-Consul, or other proper Officer appointed by the Company at the Place where such Goods shall be imported, a Certificate upon Oath from the Exporter or Shipper at the last Place of Exportation, that the same were brought or received from *Great-Britain*; and in such Certificate shall be described the Name of the Ship and Master, and the Time when the Goods were imported into such last lading Port from *Great-Britain*; which Certificate shall be attested by the *British* Consul or Person acting in his Absence, residing at such last lading Port; and the Shipper shall also produce the Bill of Lading from *Great-Britain*; and the Consul shall take Notice in his Attestation of such Bill being produced to him.

The Consul, &c. upon granting such Certificate, is to enter a Duplicate thereof in a Book which is to be signed by the Shipper of the Goods, he taking the Oath required before making out such Certificate, which Book is to be received as final Evidence in all Disputes respecting Certificates, and may be examined *gratis*.

Where the Consul, &c. shall receive Information upon Oath, setting forth good Reason to suspect the Authenticity of the Certificate, he is to signify the same to the Importer, and take Security in double the Value of the Goods, which becomes forfeited if it shall appear no such Certificate was granted; such Security to be assigned to the Informer for his sole Benefit.

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As often as any such Objection shall be made to the Certificate, the Consul, &c. is to transmit Notice thereof to the Consul where such disputed Certificate shall be alledged to have been granted, requiring an Attestation under his Hand and Seal, whether such Certificate was granted by him; which Attestation the Consul is to transmit by the first Opportunity; and upon Receipt thereof is to be laid before the Importer: If the Certificate be thereby verified, the Security shall be immediately cancelled; but if not, the Penalty to be levied by Distress and Sale of Goods, and be applied as before directed.

All Woollen Goods without such Certificate, except imported directly from England, shall be deemed *French*; and his Majesty's Ambassador, &c. is required to confiscate the same.

Every Merchant, &c. being a Subject of *Great-Britain*, or residing under the Protection of the *British* Ambassador, &c. within the Limits of the Company's Charter, shall, before the Exportation of any Goods, make Oath before the said Ambassador, &c. that the same were not purchased with the Produce of, or taken in Barter for, the Woollen Manufactures of *France*.

Every Person who shall import into *Great-Britain* any Goods of the Growth or Manufacture of *Turkey*, within the Limits of the Company's Charter, shall make the same Oath before the Commissioners of the Customs, &c. except such Goods as shall have been condemned as lawful Prize.

If any Certificate shall be lost, the Master of the Vessel must make Oath before the *English* Consul, &c. of the Purport of such Certificate, of the Loss of it, and that it hath not been disposed of to any Persons whatsoever; and the said Master, or the Consignee of the said Goods, is also to give Security, in the Penalty of double the Value of the Goods, for procuring a Duplicate of the Certificate: thereupon the Consul, &c. shall grant a Licence for importing the Goods.

But prize Goods, condemned, of any Country whatsoever, may be imported, on producing a Copy of the Sentence of Condemnation, signed by the Person who condemned the same.

To prevent Raw Silk, Mohair, Yarn, &c. from being imported into this Kingdom, purchased by the Woollen Manufactures of *France*, and imported from *Leghorn* and other Places in *Italy*, contrary to the Act of Navigation, &c. it is enacted, that if any Raw Silk or Mohair Yarn, or any Ship or Vessel bringing the same into *England*, *Ireland*, *Wales*, the Islands of *Guernsey*, or *Jersey*, or Town of *Berwick upon Tweed*, shall be seized as forfeited by any Acts of Parliament, the Person who shall make the Seizure may not release or abandon the same, or delay to proceed to Judgement for the Condemnation thereof, without first acquainting, in Writing, the Governor, Deputy-Governor, Treasurer, or Husband of the said Company, or their Secretary, of such his Intention, and delivering at the same Time a Copy of the Schedule of such Seizure: And in Case the said Governor and Company, or any Committee thereof, shall within seven Days after give Bond, or offer to give Bond, under the common Seal of their Corporation, in the penal Sum of 1000*l.* with Condition for indemnifying such Officer, &c. against all Costs and Charges, in Case such Ship or Goods shall not be adjudged forfeited; then such Officer, &c. shall not voluntarily abandon such Seizure without the Consent of the said Company or some Committee thereof; but shall proceed to Judgement concerning the Legality thereof.

Any Member of the Company shall be admitted to give Evidence, either for the Plaintiff, Relator, or Defendant upon the Trial.

The Commerce of this Company is undoubtedly a very beneficial one to this Nation; as may be seen by the following curious Calculation taken from the *British Merchant*, and there quoted with a View to instruct the Reader in the whole Process of the Cloth Manufacture, from its Commencement to its Consumption; and to show the Advantages arising from the *Turkey* Trade, by its taking off so large a Share of our Woollens, and thereby contributing proportionably to the Subsistence of our People.



♣ Clothier buys at Market fifty Packs of Wool, picked and sorted, at 10*l.* per Pack. 1. s. d.  
500 0 0

With which Wool he makes 100 broad Cloths, and the Manufacture thereof in Carding, Spinning, Weaving, Milking, Dressing, &c. as they are usually brought to, and sold white at *Blackwell-Hall*, will amount to about the first Cost of the Wool 500 0 0

So that these 100 Cloths are sold by the Clothier to the Merchant at 10*l.* per Cloth 1000 0 0

And the Merchant pays for the Dying of the said 100 Cloths, viz. one third Part in Grain Colours, at 7*l.* and two thirds in ordinary Colours, at 30*s.* per Cloth 333 6 8

Alfo for Setting, Drawing, Pressing, Packing, &c. 15*s.* per Cloth 75 0 0

The said 100 Cloths will cost the Merchant 14*l.* 1*s.* 8*d.* per Cloth on board, which amounts to 1408 6 8

And to repay him their Costs and Charges here and abroad, with a bare Allowance for Insurance, and the Interest of his Money, they cannot purchase less, I should think, than twenty-two great Pounds of *Sherbaffer*, or *Persia* fine raw Silk, for every Cloth. Thus he probably receives for the said 100 Cloths, 2200 Pounds wt. of the said raw Silk.

Now, if the half Part of this Silk is wrought up in plain coloured Tabbies, the Manufacturers will receive 13*s.* 7*d.* per lb. 747 1 8

And if the other half Part is wrought up into rich flowered Silks broadened, the Manufacturers will receive 1*l.* 19*s.* 9*d.* per lb. 2186 5 0

And the additional Charge of Dying, suppose but of  $\frac{1}{4}$  Part of the said Silk, into Grain Colours at 9*s.* per lb. 123 15 0

Then the Costs and Charges of 100 Woollen Cloths, shipped from *London* to *Turkey*, and the Manufacture of the raw Silk brought from thence, in Return thereof, must amount to 4465 8 4

The Freight of the said 100 Cloths, and of the said 2200*lb.* of raw Silk is computed at 40 12 6

Her Majesty's Customs on the said 2200*lb.* of raw Silk is 156 15 0

*English* Factors' Commissions abroad on the Sale of the Cloth, and on investing the Returns in Silk, aforesaid, computed at 100 0 0

It is hereby represented to the View of every Reader, that every 2200*lb.* wt. of raw Silk imported from *Turkey*, and manufactured here for our Consumption, without paying any Thing to the Merchants' or Mercers' Gain, pays to the Landholders, the Labourers, and the Crown, the Sum of 4762 15 10

If any Thing is to be added for the Mercers' or Merchants' Gain, and we may depend upon it they will not be at the Trouble of driving their Trades for nothing, we may very well affirm, that the whole Cost of this Manufacture for Consumption cannot be less than the Sum of 5000*l.* So that 2200 Pound Weight of *Turkey* raw Silk manufactured here, pays the Sum of 5000*l.* to the Subsistence of our own People.

This Account takes the Returns upon 100 Cloths exported to *Turkey*, and makes them pay 5000*l.* to the Subsistence of our People. But we have exported annually two hundred Times as many Cloths for *Turkey*, and receive for about half that Quantity of Cloth, the same Kind of Returns in raw Silk for our own Consumption; and consequently our own Consumption of *Turkey* Silk, paid for the Subsistence of our own People the Sum of 500,000*l.* per Annum, besides what is paid by the other half of that Trade; but if the Consumption of 5000*l.* Value of *Turkey* Silk manufactured pays 500*l.* to the landed Interest for the Wool that is exported to *Turkey* in Manufacture, then the annual Consumption of 500,000*l.* Value of that Silk must pay 50,000*l.* per Annum to the landed Interest.

And yet this is not all that the landed Interest receives annually by Means of this half Part of the *Turkey* Trade; the Crown and the Subjects, who receive nine

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Times as much receive to the Consumption pays a fifth directly one exported, and Clothes and landed Interest

It will be 0 is not paid to and a Part to then considering Dying Goods, be well said to

It is therefore Silk, 500*l.* is 333*l.* 6*s.* 8*d.* on that Manufacture and 2186*l.* 5*s.* 10*d.* add to abroad, and of every 5000*l.* Silk wrought in and I think the preserved, and *England*.

This Calculation Exports, may where the Return of our People

Our Exports Pepper, *Cochin* have here computed his Time computed and Manufacture Trade they benefit Mr. King to be carried more surpassed Company do not

The Returns Cotton Yarn, V

THIS Trade by a Company the 18th of December and *Albany*, for the western Coast of *Good-Hope*; with the Duke's Consideration of privileges added, its Government Its principal Consort, Queen *Henrietta Maria* prime Nobility

Times as much for Customs and Labour, pay perhaps a ninth Part what they receive to the landed Interest for Clothes and Provision; by which Means the Consumption of *Turkey* Silk, manufactured in *England* either directly or indirectly, pays a fifth Part of its whole Value to the landed Interest, that is, it pays directly one tenth Part of the Value of the Silk by the Woollen Manufacture exported, and as much more by enabling the People to purchase necessary Clothes and Provisions, of which much more than a tenth Part is paid to the landed Interest.

It will be objected here, that the 10*l.* above-mentioned upon a Pack of Wool, is not paid to the landed Interest, since a Part of it is paid to the Shepherd's Wages, and a Part to the Labour of Picking and Sorting this Wool: It is very true; but then considering how much of the Product of the Land is exported to purchase Dying Goods, the tenth Part of the Price of the whole Silk Manufacture may be well said to be paid for the Product of the landed Interest.

It is therefore evident, that of every 5000*l.* Value of Manufacture from *Turkey* Silk, 500*l.* is paid for the Manufacturing of the *English* Wool that is sent abroad, 333*l.* 6*s.* 8*d.* to the charge and labour of Dying 75*l.* to other Labour bestowed on that Manufacture, 747*l.* 1*s.* 8*d.* for manufacturing one Half of our Returns, and 2186*l.* 5*s.* of the other, besides 123*l.* 15*s.* for dying the same in Grain Colours; add to this the Freight of 40*l.* 12*s.* 6*d.* besides the Charges to Factors abroad, and Merchants and Mercers at home, and it will appear that near 4000 of every 5000*l.* Value, or that near 400,000 of every 500,000*l.* Value of *Turkey* Silk wrought in *England*, is paid to the Labour of the People bestowed upon it; and I think this enough to show, that such a Trade ought to be carefully preserved, and that it claims a Share in the Regard of every Gentleman in *England*.

This Calculation, though made only on one Particular of the *Levant* Company's Exports, may be adapted to any other Branch of it, or indeed to any other Trade where the Returns are improved to the Increase of our Manufactures, and Employ of our People.

Our Exports for *Turkey* are Cloths, Serges, and other Woollens, Tin, Lead, Pepper, Cochineal, Indigo, Iron and Glass Ware, Leather, Sugar, &c. which I have here computed at near half a Million yearly; and though Mr. *Savary* in his Time complains that the *French*, by their ill Management in their Dying and Manufacturing their Cloths, had lost the greatest Part of the considerable Trade they before had in those Parts, which he says the *English* had secured, yet Mr. *King* takes Notice many Years after, that from a trifling Commerce the *French* carried on, they in the Year 1713 at last equalled us, and I fear have once more surpassed us in the *Levant* Traffick; so that I cannot imagine our *Turkey* Company do now export near the Value above mentioned.

The Returns we have from thence, are raw Silk, Grogam Yarn, Cotton and Cotton Yarn, Wool, Goats Hair, Coffee, Dying Goods, Drugs, Gall, &c.

#### Of Great-Britain's Trade to Africa.

THIS Trade, like the preceding, has for many Years past been carried on by a Company with an exclusive Charter, granted at first by K. *Charles II.* the 18th of December 1661, in Favour of his Brother *James*, then Duke of *York* and *Albany*, for the Term of a thousand Years, with full Power to trade all over the western Coast of *Africa*, from the Port of *Sallee* in South *Barbary*, to the Cape of *Good-Hope*; but these Letters Patent were afterwards revoked by his Majesty, with the Duke's Consent, and regranting in 1663, by a fresh Charter, which, in Consideration of the many illustrious Persons engaged in it, had several new Privileges added, and divers Regulations made, besides those before established for its Government.

Its principal Associates were Queen *Catharine* of *Portugal*, then his Majesty's Consort, Queen *Mary* of *France*, his Mother, the afore-mentioned Duke of *York*, *Henrietta Maria*, Duchess of *Orleans*, his Sister, Prince *Rupert*, and most of the prime Nobility of *England*; the Rest of the concerned, charged with the Direction of

of the Company's affairs, were chosen from among the principal Merchants of *London*, more especially those who had carried on that Trade which the Company were now put in Possession of. And that a proper Title might be given to this illustrious Association, correspondent to the Dignity of its Constituent, it was called the *Royal African Company*; and the following Privileges were granted it, and composed its Charter.

I. That *It* should be erected into a Body Politick, both in Name and Effect, and in this Quality should be capable in Law, to have, get, acquire, receive, possess, and enjoy, all Manors, Lands, Hereditaments, Rents, Liberties, Privileges, &c. which any other of his *Britannic Majesty's* Subjects might till then possess and enjoy.

II. That *It* should have a common Seal, of which the Impression on one Side should be an Escutcheon bearing an Elephant, with two Negroes for Supporters, and on the other Side, his Majesty's Portrait.

III. For *Its* Government there shall yearly be chosen, by a Plurality of the Persons named in the Charter, and other Adventurers interested in the Company, a Governor, Deputy, and Sub-Governor, with twenty-four or thirty-six Assistants, at their Election, or as they shall think proper.

IV. That the Governor and his Deputy, with seven of the twenty-four, or thirteen of the thirty-six Assistants, are authorized to take on them the Care and Management of the Company's Affairs, whether for buying or selling the Goods and Merchandise proper to be sent to *Africk*, or that shall come from thence; or in fitting out Ships, making Settlements, and choosing Factors necessary for the well-governing their Trade.

V. The Governor, Sub-Governor, and Assistants, when elected, shall take the Oaths, before the then Lord Chancellor, Keeper of the Seals, or Lord Treasurer, except the Governor be of the Royal Family, in which Case he shall be exempt from the said Oath.

VI. It shall be permitted to the said Governor and Assistants, to hold Courts and Meetings whenever they think proper, and a competent Number being so assembled, may make, ordain, constitute, and establish Laws, Ordinances, and Regulations, for the Government of their Company; and after making, to revoke and disannul them, in Order to form others more convenient; and to impose and inflict Penalties on the Violators of them, either by Fines or Imprisonment, provided that the Laws and Penalties are just, and agreeable to the Laws of *England*.

VII. The Partners and Adventurers may grant and transfer all or any Part of the Stock which they shall have in the Company, to whomsoever they please, provided the said Cessions and Transfers be made in full Court, and registered.

VIII. That the Company may put to Sea, such and as many Ships as they shall judge convenient for their Trade, and furnish them with Artillery, Ammunition, and other warlike Stores for their Defence.

IX. That the Company shall have the Possession and Property of all the Gold and Silver Mines that are, or shall be found, in all the Extent of their Grant; and that *It* only shall deal there, exclusive of all other *English* Traders, in all Merchandize, the Growth of the said Countries, as well as in the Traffick of the Negroes.

That it may equip such, and as many Vessels as it pleases, to send on Discoveries; more particularly of those Places that are hereby granted, and to make the necessary Settlements.

XI. That the said Company shall, nevertheless, pay all the Customs, Subsidies, and Imposts, that are due and payable, as well on the Exports of Goods and Merchandise sent to *Africk*, as on those that shall be imported from thence.

XII. That only the Company's Ships, or those to whom the Governor and Assistants shall give Permission in Writing, may trade in *Africk* within the Limits before prescribed, or bring any of those Merchandises to *England*, under Penalty of Seizure and Confiscation of the said Ships and Goods, &c.

XIII. That the Factors, Masters of Ships, Sailors, and Members of the said Company, may not trade secretly, or otherwise, for their own Account, in any

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of the said Parts; nor import into *England* any Merchandizes, on the same Penalties of Seizure and Confiscation as above.

XIV. His *Britannic* Majesty reserves to himself and Successors, a Liberty of coming in, at any Time when he shall think proper, as Sharer in the Company's Adventures, upon joining and bringing in a proportionable Fund to that already made by the other Partners; in which Case they shall be admitted to have a Part in the Profits and Losses that it shall acquire or suffer, in Proportion to the Sums that they shall have brought in.

XV. The Company, or its Governors and Assistants, may nominate Captains and Governors, to command in the Colonies that shall be established in the Extent of *Its* Grant; to which Governors and Captains, his Majesty grants Power to command the military Forces that shall be there; to muster them, and to do and execute all that is permitted by the Laws of Arms; either without, for the Defence of the said Colonies against any foreign Invasion, or within, to appease any domestic Troubles and Seditions.

XVI. That to explain what has been said in the IXth Article concerning the Gold Mines, his Majesty reserves to himself, his Heirs, and Successors, two Thirds of the said Mines, on supplying two Thirds of all the Charges that shall occur, for the Working and Transporting of the said Gold; the other Third remaining in Property to the Company, on contributing likewise *Its* one Third to the Expences.

XVII. The Company shall have the Enjoyment of all the Privileges of the City of *London*, as full as any other Company of Merchants, established by Letters Patent of his *Britannic* Majesty, or his Predecessors, may or can enjoy.

XVIII. In fine, his Majesty ordains, as well for himself as for his Heirs and Successors, that all Admirals, Vice-Admirals, Generals, Commandants, Captains, Justices of the Peace, Comptrollers, Collectors, Searchers, and all other Officers and Ministers whatsoever, that they be aiding and assisting to the Adventurers in the *Royal African Company*, their Factors and Agents, whensoever they shall be required; his said Majesty intending, that all contained in the present Charter and Letters Patent shall have its full Effect, and that whatsoever may have been omitted, or less clearly explained than his Majesty intended, shall be supplied or interpreted in Favour of the said Company.

This Charter of *Charles II.* of 1663, was afterwards confirmed by new Letters Patent of the same King, under the date of 27th of *September*, 1673; which were followed two Years afterwards by a Proclamation, in which his Majesty orders the Execution of the Article by which was granted to the Company an exclusive Privilege, upon all the Coasts of *Africk*, prohibiting all his Subjects, that were not Members of it, to trade there.

In fine, neither the Letters Patent, nor the Proclamation, having been sufficient to hinder the Interlopers from disturbing the Company's Trade, *It* had Recourse to the Protection of *James II.* whom *It* had the Honour to see twice among the Number of *Its* Associates; from whom *It* obtained, in the first Year of his Reign, a new and more severe Proclamation, to exclude all the *English* who were not Members of the Company, or that should not have obtained *Its* Permission, from all Trade on the Coasts of *Africk*; which last Proclamation was on the 1st of *April*, 1685.

In consequence of these Grants, the Company commenced, and carried on a considerable Trade; but the vast Charges they were at, in building and supporting their Fortifications, and their great Expence in maintaining and salarizing their Factors and Troops, the frequent Embroils and Altercations they have had with different Nations about their Commerce, and Knavery of some, and Mismanagement of others of their Dependents, obliged them frequently to solicit a national Assistance, and, being greatly in Debt, at last to petition Parliament for Relief, who having taken the State of their Case into Consideration, determined on making a new Company, for extending and improving the Trade to *Africa*; which they did by the following Act:

13 Geo. II.  
P. 547.

The Preamble sets forth, That the Trade to and from *Africa*, being very advantageous to *Great-Britain*, and necessary for the supplying the Plantations, and Colonies belonging thereto, with a sufficient Number of Negroes, at reasonable Rates, ought for that Purpose to be free and open to all his Majesty's Subjects: It is therefore enacted, That it shall be lawful for all the King's Subjects to trade to and from any Place in *Africa*, between the Port of *Sallee* in *South Barbary*, and the Cape of *Good-Hope*, without any Restraint whatsoever, save as herein after expressed.

P. 548.

All his Majesty's Subjects who shall trade to and from *Africa*, between Cape *Blanco* and the Cape of *Good-Hope*, shall for ever hereafter be deemed a Body Corporate and Politick, in Name and in Deed, by the Name of *The Company of Merchants trading to Africa*, and the same Name shall have perpetual Succession, and a common Seal; and they shall sue and be sued, and do any other Act, which any Body Corporate or Politick as such, may lawfully do.

All the *British* Forts, Settlements, and Factories, on the Coast of *Africa*, beginning at Cape *Blanco*, and extending from thence to the Cape of *Good-Hope*, inclusive, and all other the Regions, Ports, &c. comprehending within the said Limits, which are now claimed by, or in the Possession of, the *Royal African Company of England*, or which may hereafter be in the Possession of the Company hereby established, shall, from the passing of an Act for divesting the *African Company* of their Charter, Forts, and all other their Property on the Coast of *Africa*, their Goods and Merchandize only excepted, be absolutely vested in the new Company established by this Act, and their Successors, to the Intent that the said Forts, Settlements, and Premises, shall be employed only for the Protection, Encouragement, and Defence of the said Trade.

The Company established by this Act shall not trade to or from *Africa*, in their corporate or joint Capacity; nor shall they have any joint or transferable Stock; nor shall they borrow Money on their common Seal.

P. 549.

The Direction and Management of the Affairs of the new Company shall be by a Committee of nine Persons to be chosen annually; who are to meet as often as shall be necessary, at some Place in the City of *London*; and the said Committee, or any five of them, or the Majority of them assembled, shall, from and after the passing such Act for divesting the *African Company* of their Charter, &c. or before, so far as the *African Company* shall consent thereto, have full Power to make Orders for the governing and improving the Forts and Factories which are or shall be built within the Limits aforesaid, and to appoint Governors, Deputy-Governors, or any other Officers civil or military, and to remove or displace them when they shall see fit; and to make Orders and Regulations for the better Government of the said Officers and Servants abroad, and to take Security for their good Behaviour, and Obedience to the Regulations established by this Act, and to such as the Committee shall from Time to Time make; so as no Orders or Regulations made by the Committee shall lay any Restraint whatsoever on the Trade or Traders, contrary to the Intent of this Act.

P. 550.

The Traders, or Persons intending to trade, to or from *Africa*, who shall, on or before the 30th of *June* 1750, have paid into the Hands of the Chamberlain of the City of *London*, 40s. each for their Admittance into the Freedom of the said Company, are empowered to meet on the 30th of *July* 1750, in the *Guild-hall* of the said City, and choose three Persons: And such as shall, on or before the said 30th of *June* have paid into the Hands of the Clerk of the Merchants' Hall in the City of *Bristol*, the like Sum of 40s. are empowered to meet on the 10th of *July*, in some convenient Place in the City of *Bristol*, and choose three other Persons; and such as shall, on or before the said 30th of *June*, have paid into the Hands of the Town Clerk of *Liverpool*, the like Sum of 40s. are empowered to meet on the said 10th of *July*, in the Town-Hall of *Liverpool*, and choose three other Persons; and the nine Persons so chosen shall be the first annual Committee, and shall continue in their Office for one Year, and until others shall be chosen in their Room.

In all future Elections, the Committee shall be nominated on the 3d of *July* in every Year, in Manner following, viz. three shall be nominated by the Freemen of

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the said Company admitted in *London*, who shall assemble for that Purpose at *London*; three by the Freemen admitted into the said Company at *Bristol*, who shall assemble for that Purpose at *Bristol*; and three by the Freemen of the said Company admitted in *Liverpool*, who shall assemble for that Purpose at *Liverpool*.

The Freemen of the said Company in any of the said Cities and Towns, respectively, may choose other Committee-men in the Place of those that shall happen to die, be removed, or refuse to act; and ten Days previous Notice shall be inserted in the *London Gazette* by the Committee, of the Time and Place where such Election is to be had. 21 Geo. II.  
P. 551.

If at the Time appointed for the Elections of Committee-men, the Freemen in any of the said Cities or Towns shall neglect to proceed to such Choice, such as shall be chosen in the other of the said Cities or Towns, though less in Number than nine, may act as the Committee until the next annual Election; and all Elections shall be determined by the Majority of the Votes present; and where the 3d of *July* shall fall on a *Sunday*, the annual Election of Committee-Men shall be on *Monday* the 4th of *July*.

In Case of an Equality of Votes at any Election, the Lord-Mayor of *London*, the Mayor of *Bristol*, and the Mayor of *Liverpool*, respectively, shall determine which of such Persons shall be the Committee-Man.

The Committee shall meet for the first Time on the first *Monday* in *August*, P. 552: 1750, and shall then settle the Manner of their future Meetings, and of the Notices and Summonses to be sent for that Purpose to the Members of the Committee; and no Order or Resolution of the Committee, to which all the Members present at the making thereof shall not be consenting, shall be binding, unless confirmed at a subsequent Meeting, at which all the Members of the Committee shall be present, or of which the Absentees shall have had the usual Notice.

At every Meeting, when the Time prefixed for entering on Business is come, and so many as are necessary to make a Committee are present; before they enter upon Business, a Chairman shall be chosen by Lot, out of the Committee-Men then present who shall take the Chair for that Meeting; but he shall not vote that Day on any Question, unless the Votes are equal, in which Case he may vote; and every Committee-Man, who shall not be present at the Choice of the Chairman, shall not vote on any Question before the Committee that Day; but he may be present, and give his Opinion in all Matters as any other Committee-Man may do; and all Matters which shall be decided by a Plurality of the Votes of such of the Committee-Men as shall be entitled to vote, shall be deemed to be decided by a Majority of the Committee then present.

Such of his Majesty's Subjects as shall, on or before the 30th of *June* 1750, pay to the Chamberlain of *London*, the Clerk of the Merchants' Hall in *Bristol*, or the Town-Clerk of *Liverpool*, 40s each for their Freedom, shall be the first Members of the said new Company: And from and after the said 30th of *June*, any other of his Majesty's Subjects who shall trade to or from *Africa*, shall be admitted Freemen of the said Company at *London*, *Bristol*, or *Liverpool* upon Payment of 40s. each, to such Persons as the Committee shall appoint to receive the same.

No Persons admitted Freemen after the said 30th of *June*, shall vote at the P. 553: Election of Committee-Men until one Year after their Admission.

The Chamberlain of *London*, the Clerk of the Merchants' Hall in *Bristol*, the Town-Clerk of *Liverpool*, and such other Persons as the Committee shall appoint to receive the said Sums of 40s. for the Admission of Persons into the Freedom of the Company, shall sign and deliver to every such Person a Certificate of Payment thereof, for which they shall be paid 2s. 6d. as a Fee, and no more, and the Names and Places of Abode of every such Person shall be entered in a Book to be kept for that Purpose by the Receivers.

The Chamberlain of *London*, the Clerk of the Merchants' Hall at *Bristol*, and the Town Clerk of *Liverpool*, shall pay and deliver over the said several Sums of 40s. received by them, and the Books, in which the Names and Places of Abode of the Persons making Payment thereof are entered, to such Persons as the Committee shall appoint to receive the same.

The Persons who shall be appointed by the Committee at *London*, *Bristol*, and P. 554: *Liverpool*, to receive the said Sums of 40s. shall annually, or oftener if required, pay

pay and deliver over the same, together with the Lists of the Names, and Places of Abode of the Persons from whom received, to the Committee, as they shall direct.

An exact List shall be kept at the Office of the Committee in *London*, of the Names and Places of Abode of all Persons admitted into the Freedom of the said Company, distinguishing where each Person was admitted; which List shall yearly, ten Days at least before the Annual Election, be printed and delivered gratis to the Members who shall desire the same.

No Person shall be capable of being chosen, or acting as a Committee-Man, above three Years successively; and two or more Persons, who shall be in Copartnership in Trade, shall not be chosen, during the same Time or Year: And none of the said nine Persons, during the Time they shall be of the Committee, shall directly or indirectly trade jointly or in Copartnership to *Africa*, or lade any Goods or Merchandizes on board the same Ship in which any one of the Committee shall, for that Voyage, have before laden Goods, to be carried to any Place in *Africa*.

The Committee may from Time to Time invest such Part of the said Money in their Hands, as they shall judge necessary, in the Purchase of Goods and Stores, which, after the same are insured, shall be exported to *Africa*, and there sold, and applied for the sole Use, Preservation, and Improvement of the Forts and Settlements, and for the Payment of the Wages and Salaries to the Officers and other Persons employed there; but the Committee shall not export from *Africa* any Negroes or other Goods in Return, or in any other Manner carry on a Trade to or from *Africa*. And an Account of the Committee's Receipts and Payments shall be kept in a Book which shall be open at their Office in *London*, to be perused gratis at all seasonable Times, by any Members of the Company.

The Commissioners for Trade and Plantations may remove any of the Committee-Men, or Officers, or Servants appointed by them, who shall be guilty of any Misbehaviour, contrary to this Act; giving Notice of such Removal, and specifying the Causes thereof to the Committee; and when a Committee-Man shall be so removed, the Committee shall give Notice forthwith to the Mayor of the City or Town by whom the said Person was chosen, to elect another in his Room; and if any Officer or Servant shall be removed, the Committee may appoint another in his Stead.

Whenever the Committee-Man shall be charged with Misbehaviour in his Employment, the Commissioners for Trade and Plantations shall summon him to appear before them; and upon his Attendance, or Default, examine into the Truth of the Charge, before they shall remove him from his Employment.

The Committee shall render an Account of all their Transactions once a Year to the Commissioners for Trade and Plantations, or oftener if required; in which shall be contained an Account of all the Monies received and disbursed by them, or by their Order; and also all the Orders and Instructions given, as well to their Officers and Servants in *Great-Britain*, as on the Coasts of *Africa*; and all their Answers thereto; and all other the Transactions of the Committee.

The Committee, out of the Monies they shall receive, may deduct annually a Sum not exceeding 800*l.* for defraying, in the first Place, the Salaries of their Clerks and Agents, at *London*, *Bristol*, and *Liverpool*, the House-Rent of their Office in *London*, and all other Charges of Management, Commission, or Agency, in *England*; and the Residue of the said Sum shall be divided amongst themselves, as they shall think proper, as a Compensation for their Trouble and Attendance; and the Rest of the Monies shall be applied wholly to the Maintenance and Improvement of the Forts and Settlements on the Coast of *Africa*, which shall be in the Possession of the said Company, and for providing Ammunition and Stores, and Officers and Soldiers to defend the same.

The Committee shall, within one Month after the Expiration of the Year for which they shall be chosen Committee-Men, lay before the Cursitor Baron of the *Exchequer*, an Account upon Oath of the Money received by them during the preceding Year, and of the Application thereof; and the Cursitor Baron, within one Month after, shall audit and pass the same; and he may examine any of the said

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23 Geo. II.  
P. 555.

P. 556.

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Committee, and such other Persons as he shall judge necessary upon Oath, touching any of the Articles or Particulars therein; and the Account so audited and passed shall be a full Discharge to the said Committee, without their being compelled to render any other; and the Committee shall lay before the Parliament every Session a Copy of the said annual Account, and of all the Orders and Regulations made by them in the preceding Year relating to the said Forts and Settlements, or the Government of their Officers or Servants employed therein; and Copies of the same shall be annually laid before a general Meeting of the Members of the said Company, to be held in *London, Bristol, and Liverpool*, of which fourteen Days Notice shall be previously given in the *London Gazette*.

21. *Gen. St.*  
P. 557.

No Officer or other Person employed by the Committee at any of their Forts or Settlements, shall in any Manner, or on any Pretence, obstruct any of his Majesty's Subjects in Trading; and the Forts, Warehouses, and Buildings, which are or shall be erected by the said Company, shall at all Times be free and open to all his Majesty's Subjects, to be used as Warehouses for depositing Gunpowder, Gold, Elephants' Teeth, Wax, Gums, and Drugs, and no other Goods.

The said Forts, Warehouses, and Buildings, shall, in Case of Necessity or Danger, be free and open to all his Majesty's Subjects, for the Safety of their Persons, and Security of all their Effects.

Any of his Majesty's Subjects trading to *Africa*, for the Security of their Goods or Slaves, may erect Houses and Warehouses under the Protection of the said Forts, or elsewhere, in any other Part of *Africa* within the Limits aforesaid; and the same shall be their Property, and not be disposed of, or let, to any Foreigner whatsoever.

If the Commander or Master of any Vessel trading to *Africa*, shall, by any indirect Practice whatsoever, take on board or carry away from the Coast of *Africa* any Negro or Native of the Country, or shall commit, or suffer any Violence to be committed on the Natives, to the Prejudice of the said Trade, he shall forfeit 100*l.* one Moiety thereof to go to the Use of the Company towards maintaining the said Forts and Settlements, and the other to the Prosecutor. P. 558.

The Lords of the Admiralty shall give Instructions to the Captains of such of his Majesty's Ships of War as shall be stationed, or ordered to cruise within the Limits aforesaid, from Time to Time to inspect and report to them the State and Condition of the said Forts and Settlements; and the Officers of such Forts are required to permit such Inspection; and Copies of all the said Reports shall be laid before the Parliament every Session.

Such Commission Officers of his Majesty's Navy as the Lords of the Admiralty shall appoint for that Purpose, shall inspect and examine the State and Condition of the Forts and Settlements on the Coast of *Africa* in the Possession of the Royal *African Company*, and of the Number of Soldiers therein; and also the State and Condition of the military Stores, Castles, Slaves, Canoes, and other Vessels and Things belonging to the said Company, and necessary for the Use and Defence of the said Forts and Settlements, and shall, with all possible Dispatch, report how they find the same to the Lords of the Admiralty; and the said Company, their Officers and Servants, are required to permit such Inspection and Examination, and to assist therein; and a Copy of the said Report shall be laid before Parliament at the Beginning of the next Session.

The Accountant-General of the Court of *Chancery*, and such two of the other Masters of the said Court as the Lord Chancellor, or Lord Keeper of the Great Seal, shall nominate for that Purpose, shall be Commissioners for examining into the Claims of the Creditors of the Royal *African Company*; and the said Commissioners, or two of them, are empowered, according to their Discretion, by Examination of the Parties interested, or the Testimony of Witnesses upon Oath, or by the Inspection and Examination of the Books, Deeds, Writings, and Accounts of the said Company and their Creditors, to examine into the said Claims, and enquire and state when the same were respectively incurred, and for what Consideration they were originally contracted; and upon what Consideration the Claimants became intitled thereto, together with their Opinion of the Justness and Reasonableness of such Debts; and for that Purpose the Creditors are to deliver

P. 559.

unto such Officers and at such Place within the City of *London* as the said Commissioners, or two of them, shall appoint, of which Notice shall be given in the *London Gazette*, an Account of their respective Claims, with a Copy of their Securities for the same; and such of the said Creditors as reside in *Great-Britain* or *Ireland*, shall make their Claims on or before the 30th of *August* 1750, and such as are resident on the Coast of *Africa*, or elsewhere beyond the Seas, shall make their Claims on or before the 30th of *December* 1750, and the Directors and Officers of the said Company, and all other Persons whom the Commissioners shall think fit to examine touching the said Matters, are required to attend the Commissioners at the Times and Places they shall appoint, and to give the best Information they can touching the said Claims; and to produce all Books and Papers in their Custody or Power relating thereto; and the Commissioners, or two of them, are authorized to administer an Oath for the better Discovery of the Truth of the said Facts; and they are to close their Examinations of all the Claims that shall be made by such of the Creditors who reside in *Great-Britain*, or *Ireland*, on or before the 31st of *January*, 1750; and of such as reside in *Africa* or other Parts beyond the Seas, on or before the 28th of *February*, 1750; and are to lay the Accounts of their Proceedings before the Parliament with all convenient Speed. If any Person summoned shall neglect or refuse to appear and be examined touching the Matters and Things by this Act directed to be enquired into, or shall refuse to answer, or shall not fully answer to the Satisfaction of the Commissioners all Questions put to them, as well by Word of Mouth as by Interrogatories in Writing, or shall refuse or neglect to produce all Books of Accounts and Papers in their Custody or Power relating to the Premises, any two of the Commissioners may commit such Person to such Prison as they shall think fit, to remain there without Bail or Mainprize until he shall submit in all Things aforesaid; and the Commissioners, where any Person shall be committed for refusing to answer, or for not fully answering any such Question, shall specify the Question in their Warrant and Commitment.

The Royal *African* Company, &c. are restrained for one Year to be computed from the 17th of *March*, 1749, from assigning or disposing of any of their military Stores, Ammunition, Slaves, Canoes, Vessels, and Things necessary for the Use or Defence of their Forts and Settlements; and all Actions and Suits for Recovery of any Debt due by, or contracted on Behalf of, the said Company, shall be stayed for one Year, to be computed from the said 17th of *March*, 1749.

The Remainder of this Act is about Mr. *David Crichton* then in Custody, and the Charges of obtaining the Act, &c. And another was made in the succeeding Session viz. 24 Geo. II. for allowing further Time to the Commissioners appointed by and in Pursuance of the preceding Act, to enquire into the Claim of certain Creditors of the Royal *African* Company, &c. viz. till the 12th of *January*, 1752.

This Act recites the two preceding ones, and in Pursuance of them, that a Survey had been taken of all the Forts and Castles of the Royal *African* Company on the Coast of *Africa*, by Captain *Thomas Pye*, Commander of his Majesty's Ship *Humber*, and of the Quantity, Number, and Quality of Cannon, and their military Stores, Canoe-Men, Castle Slaves, Canoes, and Vessels, then at each respective Fort belonging to the said Royal *African* Company. And whereas the said Company are willing to surrender all and singular their Lands, Forts, &c. and all their Estate, Property, Interests, and Effects whatsoever, for such Compensation and Satisfaction, and to be applied in such Manner as herein after is expressed and directed: Be it therefore enacted, that the Royal *African* Company of *England*, from and after the 10th Day of *April*, 1752, shall be, and they are hereby absolutely divested of, and from their said Charter, Lands, Forts, Castles, &c. and all other their Estate, Property, and Effects whatsoever; and that all and every the *British* Forts, Lands, Castles, Settlements, and Factories, on the Coast of *Africa*, beginning at Port *Sallee*, and extending to the Cape of *Good-Hope* inclusive, which were granted to the said Company by the said Charter, or which have been since erected or purchased by the said Company; and all other the Regions, Countries, &c. lying and being within the aforesaid Limits, and the Islands near adjoining to those Coasts, and comprehended within the Limits

23 Geo. II.  
P. 560.

P. 561.

26 Geo. II.  
P. 773, 774.

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described by the said Charter, and which now are, or at any Time heretofore have been in the Possession of, or claimed by the said Royal African Company of England, together with the Cannon, and other military Stores, Canoe-Men, &c. at and belonging to the said Forts, Castles, &c. such Stores as have been made Use of in the Service of the Forts, and such Canoe-Men and Slaves as may have died since the taking of the said Survey, only excepted, and also all Contracts and Agreements, made by, or for, or on the Behalf of the said Royal African Company, with any of the Kings, Princes, or Natives, &c. and all other the Property, Estate, and Effects whatsoever of the said Royal African Company, shall, from and after the said 10th of April, 1752, be vested in, and the same and every of them are, and is hereby fully and absolutely vested in the said Corporation, called and known by the Name of *The Company of Merchants trading to Africa*, and their Successors, freed and absolutely discharged of and from all Claims and Demands of the said Royal African Company and their Creditors.

Provided always, that the divesting the said Royal African Company of their Charter, and vesting the before-mentioned Premises in the said Company of Merchants trading to Africa, shall not extend to give the said Company, or their Committee, any other Rights, Privileges, or Powers, than such as are given to the said Company by the afore recited Act of 23 Geo. II.

And Bance Island, in the River Sierra Leon, with its Forts and Buildings, appearing to belong to Alexander Grant, John Sargent, and Richard Oswald of London, Merchants, they shall continue in the quiet Possession of it, and it shall be absolutely vested in them, their Heirs and Assigns; any Thing herein or in any former Acts to the contrary notwithstanding; though with the *Proviso*, that it shall never be lawful for them to alienate their Right and Interest therein to any foreign Person.

The new Company of Merchants may, with the Consent of the Commissioners for Trade and Plantations, raise and arm, train and muster, such military Forces as to them shall seem requisite and necessary, and subject them to martial Discipline, so as the Punishment does not extend to the Loss of Life or Limb.

They may also erect Courts of Judicature for hearing and determining all Causes on Account of maritime Bargains, &c. or concerning any Person residing within the Bounds and Limits aforesaid.

Provided nevertheless, that his Majesty, his Heirs and Successors, shall have full Power, at his or their Will and Pleasure, from Time to Time, by his or their Sign Manual, to revoke all such Powers which shall be given to any Persons for raising, arming, and training the military Forces, and all such Rules and Regulations as shall be given or established, and to grant all military Powers on the said African Coast, and establish such Rules and Regulations as he or they shall from Time to Time think fit; and also to revoke and repeal all such Courts of Justice as shall be erected; and to erect and establish such other Courts of Justice there, as he or they shall from Time to Time think fit.

And be it further enacted, that all Contracts and Agreements which have been made by the said Royal African Company with any of the Kings, &c. on the said Coasts, and all Deeds, &c. which did belong to the said Company, shall, on or before the said 10th Day of April, 1752, be delivered over to the said Company of Merchants trading to Africa, &c.

And for making a full Compensation and Satisfaction to the Royal African Company for their said Charter, Lands, Forts, Castles, &c. Be it enacted, that out of all or any the Aids or Supplies granted to his Majesty in this Session of Parliament, there may, and shall be applied and paid, the Sum of one hundred and twelve thousand one hundred and forty-two Pounds, three Shillings, and three Pence, without Account, to such Persons, and in such Proportion, and in such Manner as is herein after particularly directed and appointed.

That out of the same Sum of 112,142l. 3s. 3d. the Commissioners of his Majesty's Treasury, or any three of them for the Time being, do issue and pay the Sum of one thousand six hundred and ninety-five Pounds and three Shillings, to Richard Edwards and Edmund Sawyer, Esqrs. two of the Masters of the High Court of Chancery, and John Waple, Esq. one other of the Masters, and also

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Accomptant-General of the said Court; being the Commissioners appointed to examine and state the Claims of the Creditors of the said Royal *African* Company, by the 23d of his present Majesty, for their Trouble, and in Satisfaction of the Expenses of executing the said Commission.

And it is further enacted, That out of the aforesaid Sum of 112,142l. 3s. 3d. the further Sum of eighty-four thousand six hundred and fifty-two Pounds, twelve Shillings, and seven Pence, be distributed and paid to the several Creditors mentioned and set forth in the second Schedule to this Act annexed, in the respective Sums and Proportions therein mentioned, in full Satisfaction of all and every their Demands.

25 Geo. II.  
P. 780.

That twenty-three thousand six hundred and eighty-eight Pounds, fifteen Shillings, and five Pence, be paid and divided to and amongst the Persons named in the third Schedule to this Act annexed, in the Sums and Proportions therein mentioned, being such of the Proprietors of *African* transferrable Stock as were possessed of the same on the 31st Day of December, in the Year of our Lord 1748, the same being computed to be at, and after the Rate of ten Pounds *per Centum* on the said Stock, so possessed by them at that Time, in full of all their Right and Title to the same, or any Part thereof.

That the Sum of two thousand one hundred and five Pounds, twelve Shillings, and three Pence, Residue of the said Sum of 112,142l. 3s. 3d. be paid and divided to and amongst the Persons named in the fourth Schedule to this Act annexed, the Sums and Proportion therein mentioned, being such of the Proprietors of *African* transferrable Stock as have become possessed of the same since the said 21st of December, 1748, being computed to be at and after the Rate of five Pounds *per Centum* on the Stock so possessed by them, in full of all their Right and Title to the same or any Part thereof.

And be it further enacted, That from and after the said 10th of April, 1752, the said Royal *African* Company shall cease to be a Corporation, and all Claims and Demands against it, &c. are hereby declared to be null and void, &c.

P. 781.

And that the said Richard Edwards, Edmund Sawyer, and John Waple, Esqrs. or such other of the Masters of the High Court of *Chancery* as may be hereafter appointed, shall be constituted and appointed Commissioners for the making out and delivering Certificates to all the Creditors of the said Royal *African* Company, and the Proprietors of their Stock in the said Schedules particularly mentioned, and for other the Purposes in this Act contained, for the Space of two Years, to be computed from the 1st of January, 1752. And the said Commissioners, or any two of them, are hereby impowered and required with all convenient Speed to make out, under their Hands, and to deliver all and every the Creditors of the said Company, and to the several Proprietors of *African* transferrable Stock, mentioned in the said several Schedules, Certificates of what is due, or allowed to them respectively as aforesaid, and to take proper Receipts for the same.

And in Case of any of the Creditors' or Proprietors' Death, or becoming Bankrupts, the Certificate shall be delivered to their respective Executors or Assignees.

P. 782.

And be it further enacted, That all the Creditors of the said Company, and Proprietors of their Stock, on Receipt of the Certificate herein before directed to be made out and delivered, shall, upon their respective corporal Oaths, which the said Commissioners are hereby authorised to administer, produce and deliver up to the said Commissioners, all and singular the Bonds, Bills, &c. relating to their respective Debts, which at the Time of the Examination of their Claims, or that of receiving the said Certificate, were, or shall be, in their Hands, which the said Commissioners are hereby impowered and required to cancel and destroy; and the Commissioners are hereby impowered to stop and retain the Certificates of such as shall not deliver up the Securities to their Satisfaction, or as they shall require.

And that the Creditors and Proprietors, or their Executors or Assignees, shall attend the said Commissioners, on such Days and Times, and at such Place, within

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within the Cities of *London* or *Westminster*, as the said Commissioners shall appoint in the *London Gazette*.

That the Lord High Treasurer, or any three or more of the Commissioners, <sup>as Geo. II. are hereby authorized and empowered, on Tender to them of the Certificates, to P. 783.</sup> issue and pay to the Persons named in them, the several Sums therein respectively contained.

That in Case of the Death of any of the Commissioners, others shall be appointed by the Lord High Chancellor; and the Commissioners are hereby required to lay Accounts of their Proceedings before the Parliament.

And it is further enacted, that the said Company of Merchants trading to *Africa*, and their Successors, are hereby required, with all convenient Speed, to sell and dispose of all the Goods, Wares, and Merchandize of the said Royal *African* Company, which shall come to the Hands of the said Company of Merchants or their Agents, the military Stores, Slaves, Canoes, and Vessels, in the first Schedule to this Act annexed, excepted, for the best Price that can be got for the same; and that the said Company of Merchants do every Session of Parliament, until the whole shall be disposed of, lay before both Houses of Parliament, an Account of the Disposition of the said Goods, &c.

And that the said Commissioners shall and may take for each Certificate from the Parties obtaining the same, a Sum not exceeding the Rate of two Pounds *per Cent.* upon the Money contained therein, where the Sum shall not be more than one hundred Pounds; and a Sum not exceeding one Pound *per Cent.* where the Money contained therein is above one hundred Pounds, and not exceeding one thousand Pounds; and a Sum not exceeding ten Shillings *per Cent.* where the Money contained therein does exceed one thousand Pounds; which respective Sums, and no more, the said Commissioners shall and may demand and take, in full Recompence for all Trouble and Expences which they or their Clerks, &c. shall be at, in the Execution of the Powers thereby given them.

And whereas, at a general Meeting of the Creditors of the said Royal *African* <sup>P. 784</sup> Company, on the 4th of *March* 1747, *Robert Myre* and *William Mills*, of *London*, Merchants, and *John Leapidge*, Stationer, with others, were chosen and appointed by the said Creditors, to solicit a Satisfaction for the just Debts due and owing to them; and as it is reasonable that all the said Creditors should contribute to the Charges of such Solicitation, and a proportionable Part of the Expences for obtaining this and the last Act; every Creditor of the said Company whose Name is expressed in the second Schedule, shall pay to the said *Robert Myre*, &c. or one of them, a Contribution, at, and after the Rate of two Pounds *per Cent.* upon the Sum in the said Schedule expressed, to be by them, the said *Robert Myre*, &c. applied in Payment of all such Charges and Expences as they have been or shall be at, &c. and no one of the said Creditors shall have a Certificate of, or for, his or her said Debt or Claim from the said Commissioners, until he, or she, shall produce to them a Note in Writing, under the Hands of the said *Robert Myre*, &c. or one of them, expressing the Receipt of the said Contribution. And the said *Robert Myre*, <sup>P. 785</sup> &c. shall, on or before the 10th of *May*, 1754, or within three Calendar Months next after all the Contributions aforesaid shall have been paid, if the same shall be sooner paid, lay and submit an Account thereof, and of their Payments and Disbursements, in Writing under their Hands before the said Commissioners for their Examination and Allowance; and shall dispose of the Balance then remaining in their Hands, if any, in such Manner as the said Creditors at a general Meeting to be summoned for that Purpose by Advertisement in the *London Gazette*, or the major Part in Value of the Creditors, at such Meeting, shall resolve, agree, or direct.

And whereas there is a considerable Sum of Money due to *William Newland*, the Solicitor to the Royal *African* Company, for his Fees, Labour, and Disbursements, in diverse Solicitations on their Account in their general Business since the 31st of *December* 1749; and it being just and reasonable that all the Proprietors of the transferable Stock of the said Company should contribute to a proportionable Part of the Expences for obtaining the last and present Act, every Proprietor of the said Company, whose Names are expressed in the third and fourth Schedules to this

25 Geo. II.  
P. 726.

Act annexed, shall pay to *John Vaughan*, *Solomon Ashley*, and *Bibye Lake*, Esqrs. Captain *Thomas Collett*, and *Samuel Exell*, Gentleman, or one of them, a Contribution, at, and after the Rate of two Pounds *per Centum*, for and upon the respective Sums in the said respective Schedules expressed to be payable to the Persons therein mentioned, to be by them the said *John Vaughan*, Esq. &c. applied in Payment of such Sums as are now due to the said *William Newland*, on the Account before-mentioned; and a proportionable Part of the Charges for obtaining the said Acts, in such Manner as shall be adjudged and directed by the said Commissioners in Writing under their respective Hands; and no one of the said Proprietors shall have a Certificate for his or her said Share and Proportion from the said Commissioners, until he or she shall produce to them a Note in Writing, under the Hands of the said *John Vaughan*, Esq. &c. or one of them, expressing the Receipt of the said Contribution; and the said *John Vaughan*, Esq. &c. shall, on or before the 10th of May, 1754, or within three Calendar Months next after all the Contributions aforesaid shall have been paid, if the same shall be sooner paid, lay an Account thereof, and of their Payments and Disbursements, in Writing under their Hands, before the said Commissioners for their Examination and Allowance, and shall dispose of the Balance then remaining in their Hands, if any, in such Manner as the said Creditors at a general Meeting to be summoned for that Purpose, by an Advertisement in the *London Gazette*, or the major Part of them in Value, present at such Meeting, shall direct and appoint.

This Act shall be taken and deemed as a publick Act, &c.

The old Company being thus divested of their Charter, the Trade to *Africa* became free and open to all his Majesty's Subjects, but was and is still carried on under the Direction and subject to the By-Laws of a new Set of Merchants, stiled, *The Committee of the Company of Merchants trading to Africa*; and by an Act of Parliament passed in the Year 1765, all the British Forts and Settlements upon the Coast of *Africa*, lying between the Port of *Sallee* and Cape *Rouge*, together with all the Property, Estate, and Effects of the Company of Merchants trading to *Africa*, in or upon the said Forts, Settlements, and their Dependencies, are vested in his Majesty King *George III.* and other Regulations are made, for securing, extending, and improving the Trade to *Africa*, which has restored it to a flourishing State; and an annual Grant is made by Parliament of from 13,000*l.* to 15,000*l.* for repairing and maintaining the Forts.

Our Exports for this Trade are Cloths, and other Woollens, Muslins, and some other *India* Goods, Spices, Drugs, Tobacco, Sugar, dying Woods, Alum, Paper, Steel, Iron, Lead, Toys, Mercery and Hard Ware, Ivory and Box Combs, Glafs Beads, &c.—And our Returns from thence are Slaves, Gum Senegal, Oitrich Feathers, Indigo, Gold Dust, Dates, *Damas* Raisins, Copper, Wax, Wool, Goat Skins, Coral, bitter Almonds, &c. In which Description I include the Particulars of that small Branch of Trade we carry on from hence with *Sallee*, *Tunis*, *Tripoli*, and *Algiers*.

I shall in the next Place give some Account of the Original of our Trade to *India*, and of the first Institution of a Company for carrying it on.

*Of the Trade between Great-Britain and Asia, more especially that carried on by our East-India Company.*

OUR Knowledge of the *East-Indies* was early, and is very reasonably supposed to be derived to us from the *Romans* during their Settlement among us; though it is not said that any Commerce was attempted with those Parts till the celebrated *Alfred*, who so gloriously filled the *British* Throne, sent, in 883, a favourite Ecclesiastick, one *Sigbelmus*, with Alms for the poor distressed Christians of *St. Thomas* and *St. Bartholomew* in the *Indies*; this we learn from the *Saxon Annals*, and though an extraordinary Event, they alone would put it past Doubt, had we not the Confirmation of it from *William of Malmsbury*, who writes, that the said *Sigbelmus* left in the Treasury of *Sherburn Church* in *Dorsetshire*, of which on his Return he was made Bishop, some Jewels and Spices that he had brought with him from *Asia*.

This Voyage before any Trade ed in this Work. Eyes of our Merchants produce; they fought and after struggling have at last happily not ranked as a

It is said, that at *Seville* in *Spain* the *India* Trade from both Books and more than sufficient, in but in that Dawn in such a bold Undertaking of this judicious by the *Puñillanin* Ships, and more and by their Access would be to their *Elizabeth's* Reign, to obtain a Design of securely, they solemnly granted them thereby constituting the *Company of the M* Seal, and to be made on the 1st of *July* the privilege of making Years, with a Permission of foreign Coin, these Kingdoms

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In Consequence Stock for promotion; in which seventy-two thousand terminated to considerable Ships for the Tons, was Admiral *Sufannah* and *Africa* of an hundred and four hundred and Pounds; and the depended in the *Puñillanin*

They sailed from to *India*, without *Lancaster*, there *Moluccas*, and set here in Safety, a

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This Voyage however was not soon repeated by any other, and it was still later before any Trade was settled from hence; the *Venetians*, as I have already mentioned in this Work, having supplied us always with the *Asiatick* Commodities, till the Eyes of our Merchants were opened to the Advantages which a direct Trade would produce; they solicited the Protection of the Throne to their infant Engagements, and after struggling with many Difficulties and Oppositions from jarring Interests, have at last happily brought the Company trading there, to be at least second, if not ranked as a first, amongst the most opulent Associations in the World.

It is said, that in the Year 1527, one Mr. *Robert Thorne* of London, then settled at *Seville* in Spain, was the first that ever recommended the establishing an *East-India* Trade from England, and added such strong Reasons to his Proposals, which both Books and Experience had furnished him with, as would have been more than sufficient, in this enlightened Age, to have rendered his Schemes successful; but in that Dawn of commercial Knowledge, People were timorous of engaging in such a bold Undertaking as this then appeared to be, and consequently the Aims of this judicious Gentleman, for his Country's Prosperity, were rendered abortive by the Pusillanimity of those they were addressed to. And though many *English* Ships, and more *Englishmen*, in foreign Bottoms, were successively going there, and by their Accounts it made appear how easy an Establishment of Factories, &c. would be to their Countrymen in those Parts, nothing was done in it till Queen *Elizabeth's* Reign, when several great Men and eminent Merchants began to entertain a Design of establishing such a Commerce. And in order to do it the more securely, they solicited her Majesty for an exclusive Charter, which she accordingly granted them on the 31st of *December*, 1600, in the 43d Year of her Reign, thereby constituting them a Body Corporate, by the Stile of *The Governor and Company of the Merchants of London, trading to the East-Indies*, with a Common Seal, and to be managed by a Governor and twenty Directors, yearly to be chosen, on the 1st of *July*, or within six Days after. She likewise granted them the Privilege of making By-Laws, allowed them to export Goods Custom-free for four Years, with a Permission also to carry out thirty thousand Pounds, every Voyage, of foreign Coin, provided they brought an equal Sum of similar Specie into these Kingdoms by their Trade.

This Charter was for fifteen Years, and her Majesty engaged to grant no other during that Term; but this Cession was with the *Proviso*, that if within the said Space this Charter should appear to be in any Respect detrimental to the Publick, it should upon two Years' Warning, under the Privy-Seal, become void; but if Experience should evince the contrary, and this new Corporation appear to be a publick Benefit, then the promises to renew their Charter, with such additional and favourable Clauses, as shall be requisite to promote the Advantage of the Company and the Kingdom.

In Consequence of this Charter, the Company lost no Time in raising a joint Stock for promoting their Design of carrying their Project immediately into Execution; in which they were so successful, as soon to find themselves Masters of seventy-two thousand Pounds, no small Sum at that Time, with which they determined to commence their Trade, and gave Beginning to it by fitting out five able Ships for the first Voyage; of which Squadron the *Dragon*, of six hundred Tons, was Admiral, the *Hector*, of three hundred Tons, Vice Admiral, the *Susannah* and *Ascension*, of two hundred Tons each, and the *Guest*, a Store Ship, of an hundred and thirty Tons Burthen; the whole Complement of Men was four hundred and twenty; the Expence of equipping them forty-five thousand Pounds; and the remaining twenty-seven thousand Pounds of their Cash was expended in the Purchase of their Cargoes.

They sailed from *Torbay* on the 2d of *May*, 1601, and continued their Voyage to *India*, without any remarkable Accident; and the Admiral, Captain *James Lancaster*, there made a Treaty with the King of *Acen*, sent a Pinnace to the *Moluccas*, and settled a Factory in the Island of *Java*; after which he returned here in Safety, and brought good Profit with him.

The Death of Queen *Elizabeth* soon after made Way for King *James's* Accession to the Throne, in whom this Company found a powerful Protector, not only by his



his countenancing their Proceedings, but by affording them all the Assistance they could desire, which, together with the Advantages resulting from the first Voyage, animated them to fresh Engagements: and they fitted out a second Squadron of four Ships, under the Command of Sir Henry Middleton, which proceeded in 1604 for the *Moluccas* and *Java*, where they were well received by all the *Indian* Princes, though their Treatment from the *Dutch* was very indifferent, who, had they retained any Gratitude, it must have made them rather careful than ill use their *quondam* Preservers; but, jealous of a Rival in this beneficial Trade, they lost all Remembrance of their Obligations, and opprobriously traduced the *English* to the Natives, by misrepresenting them as a cruel, unjust, and ambitious People, whose Intentions were not to trade fairly with them, but to seize their Country, and forcibly take from them what they liked; however, this insidious Behaviour had not all the Effect our *Batavian* Neighbours intended, as the King of *Ternate* expressed a Regard for our Countrymen in his Letter to King *James*, notwithstanding the *Dutch*, as he therein informs his *British* Majesty, had used their utmost Endeavours to alienate their Esteem, and destroy the good Opinion which both he and his Subjects had entertained of the *English*, ever since Sir *Francis Drake* had visited their Island.

In 1607 the Company undertook a third Voyage with three Ships only, which they successfully performed, especially in the *Moluccas*; and though the *Dutch* repeated their ill Usage, yet they could not hinder these Ships from procuring a valuable Cargo of Spice, which they brought safely to the *Downs*, May, 10, 1610, with this remarkable Instance of Providence, that in this whole Voyage, out and home, they had not lost a single Man. In this Squadron Captain *William Hawkins* embarked, to whom was given the Title of the King's Ambassador to the *Great-Mogul*, by whom he was very kindly received, and had the good Fortune, by his prudent Address and Management, to settle a friendly Correspondence between the two Courts.

His Majesty King *James*, in the Month of *May*, 1609, was pleased to enlarge the Company's Charter in the Manner they had requested; and not only so, but he made it perpetual, which gave them such fresh Spirits, that they built a Ship of one thousand two hundred Tons Burthen; which I mention, as this was the first Marine Construction of any large Dimensions in *England*; it having been customary till then, to build or purchase all great Ships from the *Hanse* Towns; and being so extraordinary a Thing, the King, the Prince of *Wales*, and most of the chief Nobility, went down to *Deptford*, to dine aboard her, and were served entirely upon China.

I might here enter into a Detail of the Company's Progression in their Trade, Settlements; and their Contests with the *Dutch* and *Portuguese*, till I brought my Reader to that unparralleled Scene of Barbarity perpetrated by the former at *Ambony*; but the Troubles in *England*, during the Civil War affected the Commerce of *England*, so much that no material Improvements were made in it until the Restoration of King *Charles II.*

It was one of the earliest Acts of his Reign to revive and settle the Trade of the *East-India* Company, which he effected by granting them a new Charter, dated the 3d of *April*, 1661, confirming thereby not only their former Privileges, but making considerable Additions to them, he enlarged the Quantity of Bullion they before had Liberty to export each Voyage to 50,000*l.* though with the former *Proviso*, that their Trade should introduce an Equivalent, in that or foreign Specie; their exclusive Trade was confirmed, and he gave them a Power to license others to traffick in the *Indies*; but this Charter still retained the Condition of the first, that it should be vacated upon three Years' Notice, if it was found to be detrimental to the Nation.

His Majesty, in his Marriage Treaty with the Infanta of *Portugal*, had it stipulated, that the Island of *Bombay* should be ceded to him as a Part of her Portion, and after his having built a Fort there, he made it over to the Company in Fee-Tail, who have remained Masters of it ever since; besides which Favour, he granted them two new Charters in the 28th and 35th Years of his Reign. But they having been put to great Expences, by the Intrigues and Violence of the *Dutch* in the

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the latter Part of it, and this cunning People having found Means to soften that Prince's Resentments, the Company's Trade languished till King *James II.*'s Accession to the Throne, who proved a powerful Protector, and granted them greater Privileges than they knew how rightly or advantageously to use, otherwise they might have increased their Commerce, as they are now placed on so good a Footing both at home and abroad; but this prosperous Condition was reserved as a Reward for a more prudent Set of People afterwards.

King *William* and Queen *Mary* granted a new Charter to the Company, dated the 7th of *October*, 1693, wherein their former Charters were confirmed; and another of Regulations was granted by their Majesties on the 10th of *November* following; by which new Grants they were enabled to take in a fresh Subscription for seven hundred and forty-four thousand Pounds, and tied down to make public Sales by Inch of Candle; to export yearly of the Manufactures of this Kingdom, to the Value of one hundred thousand Pounds; and annually to furnish the Crown with five hundred Tons of the best Salt-Petre at the Rate of thirty-eight Pounds ten Shillings per Ton in Time of Peace, and at forty-five Pounds per Ton in Time of War: They were also directed to make no Dividend on their Stocks but in Money only. This Charter was to continue in Force for twenty-one Years, provided the Governor and Company complied exactly with the Rules therein prescribed, and likewise with such other Orders, Directions, Additions, Qualifications, and Restrictions, as their Majesties, by and with the Advice of their Privy-Council, shall think fit to appoint, on or before the 29th of *September*, 1694, otherwise all their Power and Privileges might be determined and taken away by Letters of Revocation.

And in Pursuance of this *Proviso*, another Charter of Regulations was granted to the said Company under the great Seal of *England*, on the 28th of *September*, 1694, in the sixth Year of their Majesties' Reign; prescribing, among other Things, that in the Month of *August*, yearly, the Governor and Company should present to the Privy-Council, a true Account, fairly written, under the Governor and Deputy-Governor's Hand, of the Nature, Quality, Value, and Prime-Cost of the Manufactures of this Company by them exported, and from what Place; and this upon the Oaths of the proper Officers and Servants of the Company. And it was further ordered, that none of these Goods should be again landed in *England*, or carried elsewhere, than within the Limits of the Company's Charter. It was likewise directed, that on the Application in Writing of any six or more of the Proprietors, possessing each one thousand Pounds Capital Stock, demanding a general Court of the said Company to be called, the Governor or Deputy-Governor should be obliged within eight Days to call such Court; and that it should not be adjourned, but by the Consent of the Majority of the Proprietors then assembled: And the Company were required to signify their Acceptance of, and Submission to, these and other Restrictions, under Penalty of its being dissolved.

But though these Charters and Regulations seemed fully to confirm, at the same Time that they enlarged the Company's Privilege and Power, yet they proved but a Prelude to the Dissolution of both; as their Rights were contested by a Set of Interlopers, under a Pretence that the Crown could not grant an exclusive Charter; and the Government's Wants inclining the Ministry to listen to the Offers of a Loan from other Hands, though on Terms they ought to have rejected, hastened the Destruction of an Association seemingly so firmly established, to the Ruin of many thousands, who had embarked in it, under the Sanction of the Crown: For this new Set of People, who were willing to advance their Money, though intimidated from doing it without a better Surety than what had hitherto been esteemed, I mean the King's Prerogative, at last agreed with the Ministry to lend them two Millions under a parliamentary Security, at an Interest of 8 per Cent. and an Act to incorporate them, which passed in 1698; so that hereby two Companies trading to the *East-Indies* were established, and subsisted at the same Time.

This Act was not obtained, however, without a strong Opposition from the old Company, who followed the Bill into the House of Lords; but had the Mortification to see it pass, under the Supposition of its being for the Public's Advantage. And this Occurrence reduced them to the Necessity of endeavouring an Accom-

modation with their new Rival, which being for the common Benefit of both, was settled under several Articles; and amongst them, that a joint Trade should be, for seven Years, carried on, though with different Stocks and separate Servants, who sometimes acted jointly, and at others governed alternately, under the Direction of their own Masters. But this double-headed Government being found inconvenient, and the seven Years spun out, it was mutually agreed by the two Companies to form themselves into one, which they accordingly did in 1705, though they could not bring their Factors at all Places into the same Union till three or four Years after, nor carry on their Business with the Advantages they had Reason to hope, unassisted by the Ministry, whose Attention was now solely engrossed by the foreign Wars we were then engaged in, and the Company left to take Care of itself, by finding out some Means to obtain such favourable Regulations, as might effectually remedy the Inconveniences that had resulted from the uniting two Companies, before so differing in their Interests. And, in Order to obtain such a Law as was requisite for this Purpose, they tempted the Government by a tendered Loan of a Million and two hundred thousand Pounds, *extra* of what was before lent, to grant them such Parliamentary Assistance towards carrying on their Trade, as they required, and which incorporated them under the Title of *The united Company of Merchants of England, trading to the East-Indies*: It likewise enacted, that this Company shall pay into the *Exchequer* 1,200,000*l.*

6 *Ann. Cap.*  
17. S. 1.

- S. 2. That they may borrow by their common Seal on their united Stock, so as the principal Money owing do not exceed 1,500,000*l.* above what might lawfully have been borrowed before this Act.
- S. 3. In Case the general Court of the said *English* Company shall think fit, they may call in Monies from their Adventurers, towards raising the said 1,200,000*l.* or the repaying the Money borrowed to that Purpose; and in Case any Member shall neglect to pay his Share of the Monies called in, or which the said Companies, in Pursuance of 9 *W. III. Cap. 44.* or their Charters, shall call in for carrying on their Trade, by Notice fixed on the *Royal Exchange, London*, the Companies may stop the Dividends payable to such Member, and apply the same towards such Payment, and also stop the Transfers of the Shares of such Defaulter, and charge him with Interest at 6 *per Cent.* for the Monies neglected to be paid; and if the Principal and Interest be not paid in three Months, the Company may sell so much of the Stock of the Defaulter as will pay the same.
- S. 4. The said 1,200,000*l.* shall be deemed an Addition to the Stock of the *English* Company and be Tax free.
- S. 5. The united Stock of the said *English* Company shall be subject to the Debts contracted by the said Company.
- S. 6. The *Proviso* in 9 *W. III. Cap. 44.* and in the Charters of the said Company for Reduction upon three Years' Notice, upon Repayment of the 2,000,000*l.* paid in, and the Arrears of the Payments at 8 *per Cent.* is repealed.
- S. 7. Persons intituled to 7200*l.* Part of the 2,000,000*l.* who have united their Stock to the Corporation's, and who carry on a Trade for their separate Use, may hold their Proportion of the Annuity, as if this Act had not been made. But the *English* Company may affix Notice on the *Royal Exchange*, of their Intention to repay 7200*l.* at the End of three Years; and in Case the Company pay the same, and the Annuities at 8 *per Cent.* for the same, then the said Stock of 7200*l.* and Trade, shall be vested in the Company.

Besides the above Particulars, many others were enacted, concerning their Stock and Payment of Customs, &c. by the Acts already mentioned, and several succeeding ones; and as it was found in the Beginning of King *George* the First's Reign, that several Attempts had been made to discover the Secrets of the Company's

Qm. 1.  
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- Trade, for the Information and Advantage of Foreigners, a Law was obtained to prevent and remedy this mischievous Intent, and also to destroy the interloping Trade, by inflicting subsequent Punishment, on the Infringers or Violators of it.
- S. 7. If any of his Majesty's Subjects shall repair to, or be in, the *East-Indies*, or such Places of *Asia, Africa*, and *America*, beyond the Cape of *Bona Esperanza*, to the Straits of *Magellan*, where any Trade of Merchandise may be had, contrary to the Laws in being, every Person, so offending, shall be liable to such Punishment as by any Law in being may be inflicted for such an Offence.

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It shall be lawful for the united Company of Merchants of England trading to the *East-Indies*, and their Successors, to arrest such Persons within the Limits <sup>21. S. 1.</sup> aforesaid, and send them to England to answer for their said Offence.

Every Person who shall solicit for, obtain, or act under any Commission from any foreign State, to sail, or trade to the *East-Indies*, &c. shall forfeit 500*l*.

If any of his Majesty's Subjects shall repair or trade to the *East-Indies*, or Places <sup>9. Gm. 1. C. 24. S. 1.</sup> beyond the Cape of Good-Hope, mentioned in former Acts, contrary to any Law in being, it shall be lawful for the Attorney General, or for the united Company trading to the *East-Indies*, within six Years, to file in any of the Courts at *Westminster*, Informations against such Offenders. And, if found guilty, the Court shall give Judgement against him, by Fine and Imprisonment, as it shall think fit, and award the Prosecutor Costs; but, if the Defendant is acquitted, the Company shall pay him Costs.

All Contracts made by any of his Majesty's Subjects, or in Trust for them, on s. 1. the Loan of Monies by Way of Bottomry, on any Ship in the Service of Foreigners, and bound to the *East-Indies*, &c. and all Contracts for supplying any such Ship with Goods or Provisions, and all Copartnerships relating to any such Voyage, and Agreements for the Wages of Persons serving on board any such Ships, shall be void.

Every Subject of his Majesty who shall go to the *East-Indies*, &c. contrary to the S. 3. Laws in being, shall be deemed to have traded there; and all the Goods there purchased by any such Offender, or found in his Custody, or in the Custody of any other in Trust for him by his Order, shall be forfeited, and double the Value.

All Goods shipped on board any Ship bound for the *East-Indies*, &c. except S. 4. Goods of the Company, or such as are licensed by them, and the Stores for such Ship, and all Goods taken out of such Ship on her Voyage homeward before her Arrival, shall be forfeited, and double the Value; and the Master, or other Officer, knowingly permitting such Goods to be shipped, or taken out of such Ship, shall forfeit for every Offence 1000*l*. and shall not be entitled to any Wages; nor shall the Company be obliged to pay any Wages to such Master, &c. but shall have an Allowance in Respect thereof, out of the Monies payable on Account of the Ship.

It shall be lawful for the Attorney General, at the Relation of the Company, or s. 5. by his own Authority, to exhibit Bills of Complaint in the *Exchequer* against any Persons trading to or from the *East-Indies*, &c. contrary to Law, for Discovery of such their Trading, &c. and for Recovery of the Duties and Damages herein mentioned, waving in such Bills all Penalties for the Matters in such Bill contained; and such Persons shall pay to his Majesty the Customs of the Goods arising by the said unlawful Trade, and shall answer to the Company 30*l*. per Cent. according to the Value thereof in England, and if such Offenders pay the Customs into his Majesty's *Exchequer*, and the Damages to the Company, they shall not be prosecuted on any other Law for the same Offence: And if such Bills, exhibited at the Relation of the Company, be dismissed, the Company shall pay full Costs; and if a Decree be obtained against the Defendants, they shall pay Costs to his Majesty and the Relator, &c.

If any Subject of his Majesty shall contribute to, or encourage the establishing <sup>9. Gm. 1. C. 26. S. 1.</sup> or carrying on any foreign Company trading to the *East-Indies*, and other Places beyond the Cape of Good Hope, described in former Acts, or shall be interested in the Stock or Actions of such foreign Company, every Person so offending shall forfeit his Share in the Stock of any such Company, together with treble the Value thereof, &c.

If any Subject of his Majesty shall have accepted of any Trust, or shall know of S. 4. any Interest which any of his Majesty's Subjects shall have in any such foreign Company, and shall not within six Months discover the same in Writing to the united Company, or their Court of Directors, he shall forfeit treble the Value of the Interest, &c.

Every Person, who within the Time above limited shall voluntarily come to the S. 5. Court of Directors, and make a Discovery in Writing, of the Interest of any of his Majesty's Subjects in the Stock of such foreign Company, shall have one half of the

the clear Amount of the Forfeitures arising by this Act out of the Estate of the Persons so interested, &c.

9 Geo. I. C.  
26. 3.

If any of his Majesty's Subjects, other than such as are lawfully authorised, shall go to or be found in the *East-Indies*, the Persons so offending are declared to be guilty of a high Crime and Misdemeanour, and may be prosecuted in any Court of *Westminster*; and being convicted, shall be liable to such corporal Punishment, Imprisonment or Fine, as the Court shall think fit, &c.

- S. 7. Persons so offending may be seized and brought to *England*, and any Justice of Peace may commit them to the next County Gaol, till Security be given by natural-born Subjects, to appear in the Court where such Prosecution shall be commenced, and not to depart out of Court, or out of the Kingdom, without Leave of the said Court.

The following Acts principally regard the Company's Stock, with which I shall finish the Subject of their Establishments and Polity, and then proceed to say something of their Trade.

3. Geo. II. C.  
14. 8. 4.

The Annuity of 160,000*l.* shall be reduced to 128,000*l.* in Respect of the Capital Stock of 3,200,000*l.* which reduced Annuity shall be charged on the same Revenues as their present Annuity, &c.

- S. 5. On one Year's Notice to be given by Parliament after the 25th of *March*, 1736, and on Repayment of the capital Stock of 3,200,000*l.* and of all Arrears of their reduced Annuity, their said Annuity shall cease.
- S. 6. Upon one Year's Notice, after the 25th of *March*, 1736, to be given by Parliament on Repayment to the Company of any Sum not less than 500,000*l.* in Part of the Capital Stock, and on Payment of all Arrears, due on their reduced Annuity; so much of the said Annuity, as shall bear Proportion to the Monies paid in Part, shall cease.
- S. 7. Notwithstanding such Redemption, the united Company shall continue a Body Corporate by the Name of *The united Company of Merchants of England trading to the East-Indies*, and enjoy all Privileges which by former Acts or Charters founded thereon, the Company might enjoy.
- S. 8. After Redemption of the said yearly Fund, or one Moiety thereof, the Company may, by By-Laws to be made in their general Courts, declare what Share in the remaining Stock, &c. shall qualify Members to be Directors, or to give Votes in any general Court.
- S. 9. Notwithstanding such Redemption, the Company shall, subject to the *Proviso* of Determination herein contained, enjoy the sole Trade to the *East-Indies*, and all Places between the Cape of *Good-Hope* and the Straits of *Magellan*; and if any Subjects, other than Factors, &c. of the Company, shall sail or adventure to the *East-Indies*, &c. every such Offender shall incur the Loss of all Ships employed in such Trade, &c. with the Guns, and Furniture, and the Goods laden thereon, and double the Value thereof, &c.
- S. 10. The said Company shall have Powers, by any Acts or Charters granted to the Company, not altered by this Act, discharged from all *Provisoes* of Redemption therein contained, for securing to them the sole Trade to the *East-Indies*, and for securing their Effects, and governing their Affairs.
- S. 11. Provided that upon three Years' Notice to be given by Parliament, after the 25th of *March*, 1766, and Repayment of the said Capital Stock of 3,200,000*l.* and all Arrears of Annuities payable in Respect thereof, the Right of the Company to the sole Trade to the *East-Indies*, &c. shall cease.
- S. 12. Nothing in the above *Proviso*, or in the Charter of the 5th of *Sept.* 10 *Will.* III. shall extend to determine the Corporation of the united Company, or to exclude them from carrying on a free Trade to the *East-Indies*, &c. with their Joint Stock, &c. in common with other Subjects of his Majesty.
- S. 13. Any Notice in Writing, signified by the Speaker of the House of Commons, shall be deemed proper Notice by Parliament to the Company.
- S. 14. The united Company are restrained from purchasing Hereditaments in *Great-Britain*, exceeding in the whole the yearly Value of 10,000*l.*
- S. 15. Nothing in this Act shall prejudice such Trade or Navigation within the said Limits, as the *South-Sea* Company are entitled to.

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Nothing herein shall subject the Governor and Company of the Merchants of *England*, trading to the *Levant Seas*, to any Penalties in Respect of their trading into those Seas. 1 Geo. II. C. 14. §. 16.

The reduced Annuity of 128,000*l.* shall be transferred from the Duties now charged, and be charged upon the *aggregate Fund*, to be paid to the united Company, &c. 1 Geo. II. C. 20. §. 28.

Whereas the said united Company of Merchants trading to the *East-Indies*, are willing to advance towards the Supply granted for the Service of the Year 1744, a Million Sterling, for the Purchase of an Annuity of 30,000*l.* well secured to the said Company and repayable on the same Terms with the Company's present Capital, with an Addition of fourteen Years to their present Term, which will, with such Addition, extend to *Lady-Day*, 1760, besides the three Years allowed them after the Expiration of their present Term, for bringing home, and disposing of their Effects, and other Purposes; with Power to the Company to issue out Bonds from Time to Time, with any Part, or the whole Amount of the said Million Sterling, and on such other Conditions, &c. as are herein after made: *It is therefore enacted*, that the said united Company of Merchants of *England*, trading to the *East-Indies*, in Pursuance of their before recited Agreement, shall advance into the *Exchequer*, for his Majesty's Use, the full Sum of one Million, on or before the 20th of *September*, 1744, &c. 1 Geo. II. P. 363.

And to encourage the Company to advance the said Million, &c. it is hereby enacted, that the Provisions contained in the 3d of *Geo. II.* and all other Provisions contained in any other Acts, for determining the Annuity of the Company, and their Right to the exclusive Trade to the *East-Indies*, and Parts aforesaid, upon the respective Notices and Payments in the same Acts mentioned, are hereby repealed and made void; and the said Company shall for ever enjoy, not only their present entire Annuity of 128,000*l.* out of the Revenue charged therewith, but also after the said 20th of *September*, 1744, they shall enjoy a further Annuity of 30,000*l.* computed after the Rate of 3 per Cent. per Ann. &c. P. 364.

The *East-India* Company under their common Seal may borrow Money equivalent to the Million raised for his Majesty's Use, over and above the Money which might lawfully be borrowed thereon before making of this Act. P. 366, 367.

At any Time on a Year's Notice to be given by Parliament, after the 25th of *March*, 1745, on the Expiration of the said Year, and on Repayment of the 3,200,000*l.* formerly advanced, and of the 1,000,000*l.* now to be advanced, without any Deduction, and on the Payment of all Arrears of the said Annuities of 128,000*l.* and 30,000*l.* then the said Annuity shall cease. P. 368.

On a Year's Notice at any Time after the said 25th of *March*, 1745, to be given by Parliament on the Expiration of the said Year, and on Repayment of any Sum not less than 500,000*l.* in Part of the said Debt of 4,200,000*l.* and on Payment of all Arrears, &c. then so much of the said Annuities as shall bear Proportion to the several Sums paid in Part, shall, from Time to Time, as such Payments are made, sink and be abated, till their whole Annuities shall be entirely sunk and determined. P. 369.

Notwithstanding such Redemption of the Annuities of 128,000*l.* and 30,000*l.* the said Company shall, subject to the Proviso of Determination, herein after contained, enjoy an exclusive Traffick to and from the *East-Indies*, and all Places between the Cape of *Good-Hope*, and Straits of *Magellan*, and Limits prescribed in the Act of 9 *Will. III.* &c. in as ample a Manner as the said Company could thereby or otherwise lawfully trade thereto; And the said *East-Indies*, or Places within the Limits aforesaid, shall not be resorted to by any other Subjects, before the exclusive Trade of the *India* Company is determined: And if any other his Majesty's Subjects, shall presume to trade thither during the Continuance of the exclusive Trade of the *India* Company, they shall forfeit their Ships, with their Guns and Furniture belonging, with all their Lading and double the Value, &c. P. 370.

The said *India* Company shall hereafter for ever, subject as aforesaid, enjoy all the Profits and Powers, as by any former Acts of Parliament or Charters founded thereon are enacted and established concerning them, under any particular Denomination, and not altered by this Act; and the same are hereby confirmed, and



shall continue to be enjoyed and practised by the said Company, for the better securing to them the sole and exclusive Trade to the *East-Indies*, &c. and for preventing all other his Majesty's Subjects trading thither, and for securing their Effects and governing their Affairs in all Respects, as effectually as if the same things were severally repeated in the Body of this Act; subject nevertheless to such Restrictions and Covenants as are contained in the said Acts and Letters Patent now in Force, and not hereby altered; and to the proviso following, *viz.*

17 Geo. II.  
c. 37.

Provided that on three Years' Notice to be given by Parliament, after March 25, 1760, and Repayment of the Capital Stock of 4,200,000*l.* and all Arrears of Annuity in Respect thereof, the Company's Right to the sole and exclusive Trade to the *East-Indies* and Parts aforesaid, shall cease and determine, &c.

The Company's Settlements, and the Places they trade to in *Perfia* and *India* are many, as *Gombroon*, where a Factory was established about the Year 1613, which continued to govern the whole Trade, in Respect of the Company, in *Perfia*, till the Disorders in that Country obliged the *Factors* to decamp, to the no small Detriment of the Company's Trade, who carried on a very great one to this Port.

*Mocha*, situated at the Entrance of the *Red Sea*, is a Place where the *English* are well received, and carry on a very considerable Commerce in Coffee, &c. as they do in all the adjacent Parts of *Arabia*, though with the Risk of being sometimes oppressed by the unjust Proceedings of the reigning Princes, and exposed to the piratical Depredations of those Parts.

Our Factories, Ports, and Settlements, on the *Indian Coast*, are at *Baroach*, *Swally*, *Surat*, *Bombay*, *Dabul*, *Carwar*, *Tellebery*, *Anjengo*; and *Conymer*, all along the *Coast of Malabar*; and turning up to those of *Coromandel*, we meet with *Fort St. George*, the Principal of our *Indian Possessions*.

The *English* formerly had a Settlement at *Matchulipatam*, *Narsipore*, and several other Places to the *Northward* on this Coast, but were obliged to quit them by the Interruption they received to their Trade from the *Rajahs'* Impositions.—Round *Carrango Point*, in the Bay of that Name, lies *Angerang*, where some *English* from *Vizagapatam* settled in the Year 1708, but the Factory soon withdrew, and thereby defeated the projected Scheme of extending their Trade that Way; *Vizagapatam* however continues fortified, and the *English* their Residence there; these Places lie in the Kingdom of *Golconda*, and the next to it is that of *Orissa*, in which is the Town of *Balafore*, where the *English*, *French*, and *Dutch*, have their respective Factories, though of very small Importance; *Pipley*, about five Leagues from it, had once a Settlement, but was deserted for the more commodious Situation of *Hughly* and *Calcutta*; several Trading Towns are dispersed on this Coast, but the Company's chief Factory here is that at *Fort William*, a Fort belonging to *Calcutta*, situated on the River *Hughly*, the most westerly Branch of the *Ganges*. The Fort itself is said to be irregular, and untenable against disciplined Troops; but it contains commodious Houses for the Governor and other superior Servants of the *East-India Company*. As to the Town of *Calcutta*, it is, to all Intents and Purposes, an established Settlement, under an *English* civil Government, having a Mayor and Alderman, upon the Footing of our corporate Cities, and lately a supreme Court of Judicature has been introduced; and Judges nominated by the King, in Virtue of an Act of Parliament for the better Administration of Justice in the Company's Settlements in *India*, were sent out, but from the Complaints lately exhibited against their Proceedings, it should seem as if this new Regulation will not be permanent.

The next Place on the Continent *Southward* is *Merjee*, situated on the River *Tanacerin*, and subject to the King of *Siam*, where some *English* were formerly settled as private Merchants, for which Reason the Company insisting on their being turned away, and some Misunderstandings arising between their Messenger and the Natives on this Occasion, seventy-six of our Countrymen were massacred; though the Affairs of the Company having since their Union been more prudently managed, and all Things carried on with the greatest Regularity, a proper Provision is made for the Trade of the whole Gulf from the *Ganges'* Mouth to the

Extremity of the new Colonies.

Our Factories in *Sillebar*, on the *Ile de France*, we enjoy the same Privileges and Immunities on the same Terms as they have been in the other Colonies, more especially to the Trade to the

Our Trade to the *East-Indies* has been for many Years past *Contingent* on the good Will of the Gentlemen at *Madras*, and the former of these has been the Cause of their Commerce

The various Transactions of the Government in *India* have a five a Nature to be reduced to a

Under the former beyond all former to a Board of Security and Privileges granted

increased consideration nine Ships were taken Average; and the

and nearly 19,000 one principal Article 6,000,000, the value of the Act. Finally, the

sent out for the Proof therefore, *British East-India*

The Company's portion with the commonly from Powder, Match, Quicksilver, Ver

And the Return three Sorts of Lead, Root, Sal Ammoniac, Rhubarb, Senna, rices, Red-Wood, and painted, Miscellaneous Things for Wear many Curiosities; Discourse on our rity, as notwithstanding the contrary, I

And, in Pursuance in which that government be considered; in the Uses they have

Extremity of the Peninsula of *Malacca*, without any extraordinary Expence of new Colonies.

Our Factories of *Moebe*, *Bantal*, *Cattoun*, *Bencoolen*, *Marlborough Fort*, and *Sillabar*, on the Island of *Sumatra*, are so well established as to afford Room to suppose we enjoy the best Share in the Traffick of it; and we had formerly some Settlements on the Coasts of *Cochin-China*, and in the Kingdom of *Tonquin*, though they have been since withdrawn; but an occasional Trade is still carried on there, more especially to the Kingdom last mentioned.

Our Trade to *China* was once principally carried on at *Amoy*, but for many Years past *Canton* has had the Preference, and seems to have determined the Gentlemen at *Madras* entirely in its Favour, as the Impositions of the *Nandareens* at the former became intolerable, and forced them to resolve on turning their Commerce into this different Channel.

The various Regulations made by the Legislature for settling the commercial Transactions of the Company, and the Administration of their civil and military Government in *India*, from the Year 1781, to the present Time, are of too extensive a Nature to be inserted at large in this Work; but the Substance of the whole may be reduced into a small Compass.

Under the subsisting Charter, the Commerce of the Company has increased beyond all former Example, and the Conduct of its political Concerns, subject to a Board of Control appointed by Government at home, promises greater Security and Permanency to the national Advantages derived from the exclusive Privileges granted to it. For the Number of Ships employed in this Trade has increased considerably of late Years; for Instance, in the Season of 1787, twenty-nine Ships were laden in *China* for *England*, of the Burthen of 700 Tons upon an Average; and the same Number has been since consigned to *India* from *London*; and nearly 19,000,000 Pounds of different Kinds of Teas, which constitute only one principal Article of their Commerce have been imported, instead of about 6,000,000, the usual Amount before the Duties were lowered by the Commutation Act. Finally, the Lift of Ships just published as engaged to be taken up, to be sent out for the Season of 1791 amounts to no less than *Thirty-four*; no greater Proof therefore, can be given of the prosperous and unrivalled Commerce of the *British East-India Company*.

The Company's Exports from hence are chiefly Bullion, of which the Proportion with the other Particulars of an outward-bound Cargo, I believe, is commonly from  $\frac{1}{2}$  to  $\frac{2}{3}$  Parts; the others consisting of Lead, Iron, Guns, Powder, Match, Cloths of various Colours, Serges, and other Stuffs, Cochineal, Quicksilver, Vermillion, rough Coral, Amber, &c.

And the Returns are, Pepper, Coffee, Tea, Incense, Salpêtre, Terra Japonica, three Sorts of Lack, Indigo, Myrrh, Bezoa, Opoponax, Vitriol, Camphire, China Root, Sal Ammoniac, divers Gums, and Aloes, Galbanum, Galangals, Sagapenum, Rhubarb, Senna, Mirabolans, *Indian Leaf*, and many other Sorts of Drugs, Cowries, Red-Wood, Sandal, Cane, Tutenack, raw and wrought Silk, Callicoes, white and painted, Mullins, Cotton Wool, and manufactured into a great Variety of Things for Wear, China, Japanned Cabinets, &c. Arrack, Diamonds, Pearls, and many Curiosities, unnecessary to be enumerated here; I shall therefore close this Discourse on our *Indian Trade*, with my sincerest Wishes for its constant Prosperity, as notwithstanding the many specious Arguments that have been used to the contrary, I must consider it a general Benefit to the Nation.

And, in Pursuance of my Plan, I now proceed to treat of our *American Trade*, in which that granted to, and carried on by the *South Sea Company*, is first to be considered; I shall therefore mention the Occasion of its original and show the Uses they have from Time to Time made of their Charter.

*Of the SOUTH SEA Company.*

**T**HIS Company, established at the latter End of the seventeenth Century, was seemingly more with a political View of raising Money for the Government's Service than in Expectation of its carrying on any great Trade; as they had neglected every favourable Opportunity for attempting the Conquest of some Place in the Southern Parts of *America*, which might have secured the Means of extending a Commerce in which every Prospect of Advantage must necessarily centre; but this Omission, and its Consequences, had rendered the Company's Stock so low in the Public's Esteem, that it was at near 40 per Cent. Discount, when an unexpected Accident raised it to such an imaginary Value as seemed the Effect of an Infatuation, only to be paralleled by the *Mississippi* Scheme that preceded it.

The *French Guinea* Company had contracted with *Philip V.* King of *Spain*, on his Mounting the Throne of that Monarchy, for the Introduction of Slaves into his *American* Dominions, and on this Agreement changed its former Name to that of the *Asiento* Company; and being supposed a very beneficial Contract, it was an Article of the Treaty of Peace at *Utrecht*, that this Contract should be translated to the *English*, and was accordingly signed at the Court of *Spain*, in *March* 1713, to continue thirty Years, under various Articles, which I excuse giving, as they are now annulled, and in all Probability will never be renewed. It was in consequence of this Contract that the Company established Factories at *Porto Bello*, *Panama*, *Cartagena*, *Vera Cruz*, *Buenos Ayres*, &c. which continued till the late War dislodged the Factors, and destroyed their Settlements.

The Company was obliged to furnish the *Spanish* Colonies with four thousand eight hundred Negroes yearly, though they might introduce more if they thought proper; and had Liberty to send an annual Ship of five hundred Tons, with Goods to be disposed of there; in which, as well as in the Negro Contract, his Catholic Majesty was a fourth Part concerned; but this Agreement found many Obstacles to its Performance, and occasioned divers Representations to the Court of *Spain* before it could be carried into Execution; in Consequence of which, several Articles were altered, and new ones added, previous to the performing any Part of it; and indeed during the Time it continued, Misunderstandings and Disputes were continually arising, either about the Number of Negroes or Tonnage of the Ship; and when the late Rupture happened, it found many Particulars unsettled, and large Sums due from the Crown of *Spain* to the Company, which on the Return of Peace were lumped at 100,000*l.*

Much more might, and indeed should, have been said about this Association; but as their Trade is terminated, it would be superfluous to enlarge concerning it in such a Work as this: I therefore proceed, to give some Account

*Of the HUDSON'S BAY Company.*

**T**HAT Part of the World, which gave Birth to this Company, owes its Discovery, as the *English* suppose, to the Diligence of that able Mariner, whose Name it bears, and who reaped no other Fruit of his Labours to discover a North West Passage, than thus conveying to Posterity a Record of his Capacity and Diligence, in which at last he perished. The *Danes* insist on their prior Knowledge of this Part of *America*. But not to enter into a Detail of the Dispute, nor enlarge on the historical Accounts of it, I shall content myself with informing my Reader, that though the Expectations of an advantageous Trade might reasonably have encouraged its being sooner engaged in, yet it was the Year 1681 before any tolerable Progress was made in it; and on the 2d of *May* an exclusive Charter was granted by King *Charles II.* in the 32d Year of his Reign, to Prince *Rupert* and his Associates, which established this Branch of Trade on the solid Footing it has continued ever since; though not without various Interruptions by the *French*, who, jealous of such Neighbours to their *Canada* Settlements, have frequently driven the *English* from their's; and this Contest, which continued several Years, made them alternately Masters of the Bay, till it was finally determined by the Treaty of *Utrecht* in our Countrymen's Favour, who have now several Forts and Factors settled there, notwithstanding the extreme Cold, which is so intense as to confine

them for several good Provisions, Reversion, to contribute more than that of the Country furs and fanglafs, Fishes; but Value of this

The Company's Balls, Kettle Flints, blue ditto of divers before observed them.

And having next Place to the flourishes, we point Northward

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**T**HE total *British* and Property Year 1783; the following been experienced Elizabeth, and only insert in concise Account

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**ART. I.** *Hampshire, New York, Carolina, South* that he treats inquisishes all fame.

**ART. II.** of the Bound and declared, north-west drawn due North the said High River *St. Lawrence* westernmost River, to the on that Latitude the Middle of Lake, until *Erie*: Thence

them for seven or eight Months in the Year to their Houses; though they have good Provisions in this reclusive Life, with the Pleasures of Hunting and Fishing in Reverion, to which in Summer-Time the Elements of Earth, Air, and Water, contribute in such Plenty as would be hardly credited under a less Authority than that of many Eye-Witnesses, who have assured us of it; though this Country furnishes nothing for the Support of Trade but Furs of various Sorts, and Ivinglafs, the latter made here by the Company's Servants from the Skins of Fishes; but the former are so rich, and both so plenty, as to have raised the Value of this Company's Funds above those of any other.

The Commodities they truck with the *Indians* for their Furs, are Arms, Powder, Balls, Kettles, Hatchets, Knives, Sword-Blades, Awls, Fish-Hooks, Steels, and Flints, blue Serge Cloaks, Shirts, Stockings, Tobacco, coarse Thread for Nets, and ditto of divers Colours for Sewing, Glafs Beads, Pins, Needles, &c. which as I before observed, procure such Returns as have greatly enriched the Proprietors of them.

And having mentioned the Settlements of our trading Companies, I shall in the next Place treat of our *American Colonies*, of which we have the most extensive and flourishing of any Potentate, the *Spaniards* only excepted; as, besides our Isles, we possess an uninterrupted Line of Sea Coast from the Gulf of *Mexico*, Northward up to *Hudson's Bay*.

*Of the General Commerce of AMERICA, with GREAT-BRITAIN and other NATIONS.*

THE total Alienation of the Thirteen Provinces of *North America* from the *British Empire*, by a formal Renunciation of all Claim of Dominion over and Property in them; by an Act of Parliament passed in the Spring of the Year 1783; and the final Ratification of the Independence of those Provinces, by the following Treaty, produced the greatest Revolution in Commerce, which had been experienced by *Great-Britain*, from the era of her original great commercial Establishments on the Continent of *North America* in the Reigns of *Queen Elizabeth*, and *King James I.* to the present Time. For which Reason, we not only insert in this Place, an exact Copy of the said Treaty, but annex to it, a concise Account of the Changes, and Consequences resulting from it.

*The Definitive Treaty of Peace and Friendship between his Britannic Majesty, and the United States of America.*

ART. I. His Britannic Majesty acknowledges the said *United States*, viz. *New Hampshire, Massachusetts-Bay, Rhode Island and Providence Plantations, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Georgia*, to be free sovereign and independent States; that he treats with them as such; and for himself, his Heirs and Successors, relinquishes all Claims to the Government, Propriety, and territorial Rights of the same.

ART. II. And that all Disputes which might arise in future, on the Subject of the Boundaries of the said *United States* may be prevented, it is hereby agreed and declared, that the following are and shall be their Boundaries, viz. from the north-west Angle of *Nova Scotia*, to that Angle which is formed by a Line drawn due North, from the Source of *St. Croix River* to the Highlands, along the said Highlands, which divide those Rivers that empty themselves into the River *St. Lawrence*, from those which fall into the *Atlantic Ocean*, to the north-westernmost Head of *Connecticut River*; thence down along the Middle of that River, to the 45th Degree of north Latitude; from thence by a Line due West on that Latitude, until it strikes the River *Iroquois* or *Cateraguy*; thence along the Middle of the said River into the Lake *Ontario*, through the Middle of that Lake, until it strikes the Communication between the said Lake and the Lake *Erie*: Thence along the Middle of that Communication into Lake *Erie*, through

the Middle of the said Lake, until it arrives at the Water-Communication between that Lake and Lake *Huron*: Thence along the Middle of the said Water-Communication: Thence through the Middle of the said Lake to the Water-Communication between the Lake and Lake *Superior*: Thence through Lake *Superior*, Northward of the Isles *Royal* and *Phillipeaux*, to the *Long Lake*: Thence through the Middle of the said *Long Lake*, and the Water-Communication between it and the *Lake of the Woods*, to the said *Lake of the Woods*: Thence through the said Lake to the most north-western Point of it; and from thence in a due west Course to the River *Mississippi*: Thence by a Line to be drawn along the Middle of the said River *Mississippi*, until it shall intersect the northernmost Part of the 31st Degree of north Latitude.

South, by a Line to be drawn due East, from the Termination of the Line last mentioned, in the Latitude of 31 Degrees North of the Equator, to the Middle of the River *Apalachicola*, or *Catabouche*. Thence along the Middle thereof, to its Junction with the River *Flint*: Thence Strait to the Head of *St. Mary's River*; and thence down along the Middle of *St. Mary's River* to the *Atlantic Ocean*.

East, by a Line to be drawn along the Middle of the River *St. Croix*, from its Mouth in the Bay of *Fundy*, to its Source; and from its Source, directly North to the said Highlands, which divide the Rivers that fall into the *Atlantic Ocean*, from those which fall into the River *St. Lawrence*; comprehending all Islands within twenty Leagues of any Part of the Shore of the *United States*, and lying between the Lines to be drawn due East from the Points where the said Boundaries between *Nova Scotia* on the one Part, and *East Florida* on the other, shall respectively touch the Bay of *Fundy*, and the *Atlantic Ocean*; excepting such Islands as now are, or heretofore have been, within the Limits of the said Province of *Nova Scotia*.

ART. III. It is agreed, that the People of the *United States* shall continue to enjoy, unmolested, the Right to take Fish of every Kind on the grand Bank, and on all the other Banks of *Newfoundland*: Also in the Gulph of *St. Lawrence*, and at all other Places in the Sea, where the Inhabitants of both Countries used at any Time heretofore to Fish. And also, that the Inhabitants of the *United States* shall have Liberty to take Fish of every Kind on such Part of the Coast of *Newfoundland* as *British* Fishermen shall use, but not to dry or cure the same on that Island; and also on the Coasts, Bays and Creeks, of all other of his Britannic Majesty's Dominions in *America*; and that the *American* Fishermen shall have Liberty to dry and cure Fish in any of the unsettled Bays, Harbours and Creeks of *Nova Scotia*, *Magdalen Islands*, and *Labrador*, so long as the same shall remain unsettled; but so soon as the same, or either of them, shall be settled, it shall not be lawful for the said Fishermen to dry or cure Fish at such Settlement, without a previous Agreement for that Purpose with the Inhabitants, Proprietors, or Possessors of the Ground.

ART. IV. It is agreed, that Creditors on either Side shall meet with no lawful Impediment to the Recovery of the full Value, in Sterling Money, of all *bona Fide* Debts heretofore contracted.

ART. V. It is agreed, that the Congress shall earnestly recommend to the Legislatures of the respective States, to provide for the Restitution of all Estates, Rights, and Properties, which have been confiscated, belonging to real *British* Subjects; and also of the Estates, Rights, and Properties, of Persons resident in Districts in the Possession of his Majesty's Arms, and who have not borne Arms against the said *United States*; and that Persons of any other Description shall have free Liberty to go to any Part or Parts of any of the *Thirteen United States*, and therein to remain twelve Months, unmolested in their Endeavours to obtain the Restitution of such of their Estate, Rights, and Properties, as may have been confiscated; and that Congress shall also earnestly recommend to the several States, a Reconsideration and Revision of all Acts or Laws regarding the Premises, so as to render the said Laws perfectly consistent not only with Justice and Equity, but with that Spirit of Conciliation which, on the Return of the Blessings of Peace, should universally prevail. And that Congress shall also earnestly recommend to the several States, that the Estates, Rights and Properties, of such

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last-mentioned Persons shall be restored to them, they refunding to any Persons who may now be in Possession of them, the *bona Fide* Price, where any has been given which such Persons may have paid on purchasing any of the said Lands, Rights, or Properties, since the Confiscation.

And it is agreed, that all Persons who have any Interest in confiscated Lands, either by Debts, Marriage Settlements, or otherwise, shall meet with no lawful Impediment in the Prosecution of their just Rights.

ART. VI. There shall be no future Confiscations made, nor any Prosecution commenced against any Person or Persons, for or by Reason of the Part which he or they may have taken in the present War; and that no Person shall, on that Account, suffer any further Loss or Damage, either in his Person, Liberty, or Property; and that those who may be in Confinement on such Charges at the Time of the Ratification of this Treaty in *America*, shall be immediately set at Liberty, and the Prosecution so commenced be discontinued.

ART. VII. There shall be a firm and perpetual Peace between his *Britannic* Majesty and the said States, and between the Subjects of the one, and the Citizens of the other, therefore, all Hostilities, both by Sea and Land, shall from henceforth cease: All Prisoners on both Sides shall be set at Liberty, and his *Britannic* Majesty shall, with all convenient Speed, and without causing any Destruction, or carrying away any Negroes, or other Property of the *American* Inhabitants, withdraw all his Armies, Garrisons, and Fleets, from the said *United States*, and from every Port, Place, and Harbour within the same; leaving in all Fortifications, the *American* Artillery that may be therein: And shall also order and cause all Archives, Records, Deeds, and Papers, belonging to any of the said States, or their Citizens, which in the Course of the War, may have fallen into the Hands of his Officers, to be forthwith restored and delivered to the proper States and Persons to whom they belong.

ART. VIII. The Navigation of the River *Mississippi*, from its Source to the Ocean, shall for ever remain free and open to the Subjects of *Great-Britain*, and to the Citizens of the *United States*.

ART. IX. In Case it should so happen, that any Place or Territory belonging to *Great-Britain*, or to the *United States*, should have been conquered by the Arms of either from the other, before the Arrival of the said provisional Articles in *America*, it is agreed, that the same shall be restored without Difficulty, and without requiring any Compensation.

ART. X. The solemn Ratifications of the present Treaty, expedited in good and due Form, shall be exchanged between the contracting Parties in the Space of six Months, or sooner if possible, to be computed from the Day of the Signature of the present Treaty.

In Witness whereof, we, the under-signed Ministers Plenipotentiary, have, in their Names, and in Virtue of our full Powers, signed with our Hands the present Definitive Treaty, and caused the Seals of our Arms to be affixed thereto.

Done at *Paris*, this 3d Day of *September*, 1783.

(L. S.)	D. HARTLEY,
(L. S.)	JOHN ADAMS,
(L. S.)	B. FRANKLIN,
(L. S.)	JOHN JAY.

The grand commercial Alteration produced by this Treaty was the throwing open the foreign Trade of the *Thirteen Provinces*, which had been before confined solely to *Great-Britain*, to all the other Nations of the known World; and the Consequence that immediately ensued was, separate Treaties of Commerce between the said *United States*, and some of the most considerable maritime and commercial Powers of Europe. *France* had set the Example, prior to the Peace, *Spain* had followed; and afterwards *Holland*, *Sweden*, *Prussia*, *Denmark*, and *Russia*; our famous navigation Act, in the elegant Language of *Edmund Burke*, was thereby almost frittered away; and the only Remedy left, was to rely on the Wisdom of Parliament, in framing such commercial Laws and Regulations for renewing the Intercourse

Intercourse with the aforesaid *dismembered* Colonies, as should be best calculated to throw as much of the Trade of the *United States*, as possible, into the old Channel; and this was accordingly done without Loss of Time, and what is more remarkable still, without any formal Treaty of Commerce between the two Parties; for at the Date of Writing this Article for the Press, no such Treaty subsists, though repeated Efforts have been made to accomplish it.

23 Geo. III.  
C. 39.

Two short Bills were passed, one to repeal all the prohibitory Acts, which had totally put a Stop to any Intercourse between the two Countries; the other to prevent the Custom-Houses of *Great-Britain* requiring *American* Vessels to produce certain Instruments, as Manifestoes and other particular Papers, on their Arrival from any of the Ports of the now *United States*, at any Port of *Great-Britain*; and to vest in the King and Council, for a limited Time, full Powers to make such other Regulations as should be judged expedient.

By the second Act, likewise, the Ships of the Citizens of the *United State*, with the Merchandizes and Goods on board the same, are to be admitted into all the Ports of *Great-Britain*, in the same Manner as the Ships and Vessels of the Subjects of other independent sovereign States; and the Merchandizes and Goods on board such Ships or Vessels of the Subjects or Citizens of the said *United States*, being of the Growth, Produce or Manufacture, of the said *United States*, shall be liable to the same Duties and Charges only, as the same Merchandizes and Goods would be subject to, if they were the Property of *British* Subjects, and imported in *British*-built Ships or Vessels, navigated by *British* natural-born Subjects.

This Privilege by another Clause is extended to the *British* Colonies in *America*, thereby establishing a free commercial Intercourse between the Subjects of *Great-Britain* in those Colonies, and the Subjects and Citizens of the *United States*.

The same Drawbacks, Exemptions and Bounties on the Exportation of Merchandizes and Goods from *Great-Britain*, to the Territories of the *United States*, are granted to them; as are allowed on Exportation of the same Articles to the Islands, Plantations or Colonies, now remaining or belonging to the Crown of *Great-Britain* in *America*.

These Acts were followed by an Order of Council dated at the Court of St. James's the 26th December, 1783; by which unmanufactured Goods or Merchandizes of the Growth or Production of any of the *United States* of *America*, the Importation of which is not prohibited by Law, may be imported directly from thence into *Great-Britain*, either in *British* or *American* Ships, by the Subjects, or Inhabitants of either Country, on the Payment of the same Duties, as they are liable to, if imported by *British* Subjects, in *British* Ships only, and from the Colonies and Plantations in *America* belonging to the King of *Great-Britain*.

By the same Order of Council, Tobacco is allowed to be imported in Ships belonging to the said *United States*, and a Payment of the Duties to be lodged in the King's Warehouses in the Ports of *London*, *Bristol*, *Liverpool*, *Cowes*, *Whitehaven*, *Greenock*, and Port *Glasgow*, in Order to be taken from thence, subject to the Regulations of the Acts of Parliament in Force, respect the warehousing of Tobacco, to be exported to other Countries.

And in Order to facilitate the carrying on Trade and Commerce between the People and Territories belonging to the Crown of *Great-Britain* in the *West-Indies*, including in that Description the *Babama Islands*, and the *Bermuda* or *Somers Islands*; and the People and Territories belonging to the said *United States* of *America*; his Majesty is hereby farther pleased to order, that Pitch, Tar, Turpentine, Hemp, Flax, Masts, Yards and Bowsprits, Staves, Heading-Boards, Timber, Shingles, and all other Species of Lumber: Horses, Neat-Cattle, Sheep, Hogs, Poultry, and all other Species of live Stock and live Provisions: Peas, Beans, Potatoes, Wheat, Flour, Bread, Biscuit, Rice, Oats, Barley, and all other Species of Grain, being the Growth or Production of any of the said *United States* of *America*, may, until farther Order, be Imported by *British* Subjects, in *British*-built Ships, owned by his Majesty's Subjects, and navigated according to Law, from any Port of the said *United States* in *America*, to any of his Majesty's *West-India Islands*, the *Babama Islands*, and the *Bermuda* or *Somers Islands*; and that Rum, Sugar, Melassies,

Melassies, Coffee, be Exported by Subjects, and Port or Place on Exportation of the same Articles from *British* Colonies, are required to be cancelled and recited Act to other Goods.

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Another Act of the Ports of the *Newfoundland* *British*-built Ships, clearing out with a License from former Part.

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The preceding that Lion, depending on the contrary to Law of *America*, is Imported, thus

These are States of *America* increasing Revenue Treaty; and correct Writings Ireland, and the Representatives acknowledge authentic Manuscripts weighty Objects

"It is plain States, without excluded themselves subsequent Acts in the same Manner Laws. A beside the Advantages who give it.

"If the Act Treaty, it may their Conversion Work \*, has *British* Manufactures Goods cannot Country, from dancy it has *American* Trade

\* Observations Tables of the Importation, London

Melasses, Coffee, Cocoa-Nuts, Ginger, and Pimento may, until such Order, be Exported by *British* Subjects, in *British-built* Ships, owned by his Majesty's Subjects, and navigated according to Law, from any of the said Islands, to any Port or Place within the said United States, upon Payment of the same Duties on Exportation, and subject to the like Rules, Regulations and Securities, as the same Articles by Law, are or may be subject and liable to, if exported to any *British* Colony or Plantation in *America*; and the Bonds and Securities heretofore required to be taken for such Ships carrying such Goods, shall and may be cancelled and discharged, upon the like Certificates as are required by the above recited Act to discharge any Bond given in *Great-Britain* for the due landing any other Goods in the said United States of *America*.

In the Session of Parliament of 1784, the Act before recited was continued, and has been renewed in the same Manner annually, to the present Year 1791.

Another Act passed to confine for a limited Time, the Trade between the <sup>25 Geo. III.</sup> Ports of the United States of *America*, and his Majesty's Subjects in the Island of <sup>C. 5. 1785.</sup> *Newfoundland*, to Bread, Flour, and live Stock, to be Imported in none but *British-built* Ships, owned by *British* Subjects and navigated according to Law; clearing out from the Ports of his Majesty's *European* Dominions, and furnished with a Licence according to a Form thereunto annexed; and already given in a former Part of this Work.

Continues the Act above recited with these Additions: Goods imported into <sup>26 Geo. III.</sup> *Newfoundland* contrary to this Act shall be forfeited; and no Licence shall be <sup>C. 1. S. 5.</sup> granted to any Ship to carry on the said Trade after the 30th of June, 1787.

The preceding Acts being continued to April 5th 1789; it is further enacted: <sup>28 Geo. III.</sup> that Lion, Hemp, Sail-Cloth, or other Articles, the Produce of any Place bordering on the *Baltic* Sea, which may be exported from *Great-Britain*, if exported <sup>C. 5. S. 2.</sup> contrary to Law; or Goods Imported from the Territories of the United States of *America*, into *Great-Britain*, not being such as are permitted by Law to be Imported, shall be forfeited.

These are the present subsisting Laws respecting our Commerce with the new States of *America*; and they have been found sufficient to promote a beneficial, increasing Return of Trade in Favour of *Great-Britain*, without any Commercial Treaty; and against the Expediency of making such a Treaty, that excellent and correct Writer and Calculator on the commercial Affairs of *Great-Britain* and *Ireland*, and of their Trade with the *American* States, *John* Lord *Sheffield*, one of the Representatives in the present Parliament for *Bristol*, to whom the Editor acknowledges himself greatly indebted for much valuable Information, and some authentic Materials for the Improvement of this Work, offers the following weighty Objections.

"It is plainly impossible to make a Commercial Treaty with the *American* States, without giving them some valuable Privilege, for which they have precluded themselves from making an adequate Return. The Treaty of Peace, and subsequent Acts, opened the Ports of *Great-Britain* and *Ireland* to them, in the same Manner as their Ports were opened to us, when they repealed their restraining Laws. A brisk Trade has already begun, and it is unnecessary to prove on which Side the Advantage is, between the Traders who ask for Credit, or the Traders who give it.

"If the *American* States had any Thing to grant by any Kind of Commercial Treaty, it may be well doubted, whether they would keep it farther than suited their Convenience. Besides; what was foretold in the first Edition of this Work \*, has now actually happened. Every Account from *America* says, that *British* Manufactures are selling at a considerable Profit, while other *European* Goods cannot obtain the first Cost. Every Day's Experience shews that this Country, from the Nature and Quality of its Manufactures, and from the Ascendancy it has acquired in Commerce, will command at least three Fourths of the *American* Trade. The *American* Merchants solicit a Correspondence, and beg

\* Observations on the Commerce of the *American* States, By *John* Lord *Sheffield*, with an Appendix containing Tables of the Imports and Exports of *Great-Britain* to and from all Parts from 1700, to 1783 &c. The Sixth Edition. London 1784.

for Credit, because, while they feel their own Want of Capital, they know that our Traders are more liberal, and our Goods cheaper and better than any other in *Europe*. And the only Danger is, not that the *American* Merchants will ask for too few Manufactures, but that they will obtain too many".

Our noble Author, then states the Risk of giving an extensive Credit to the People of the *United States*, who being impoverished by an expensive War, which has bequeathed them many Taxes to pay, will not be punctual in their Remittances at a Time, when they are associating against the Payment of old Debts. But this well-grounded Objection in 1784, when his Work was published, has been since happily removed, by an equitable Change in the Conduct of the *United States*; for having rescinded their former Resolutions, they have lately made large Remittances on Account of old Debts; and have restored several confiscated Estates to Loyalists, the original Owners, upon their refunding the inconsiderable Sums paid for them by the new Purchasers. Upon the whole therefore, it appears evident, that in the present State of our Commerce with the said *United States*, we derive more real Profit from them, than while they were subject to the Crown of *Great-Britain*. And Lord *Sheffield* supports this Opinion, by the most convincing Arguments and Facts, which we take the Liberty to insert in this Place, because they may serve as a Guide to mercantile Legislation, with Respect to similar Cases, that may arise if Difficulties and Disagreements should hereafter occur concerning other Foreign Settlements and Plantations belonging to the *British* Empire.

"Let Considerations of Advantage and Protection hereafter go Hand in Hand together. In most Cases, the Expence of Protection and civil Government is much greater than the Prevention of Competition is worth. The superior State of *British* Manufactures in general, does not require other Means of Monopoly than what their Superiority and Cheapness will give. If we have not purchased our Experience sufficiently dear, let us derive a Lesson of Wisdom from the Misfortunes of other Nations, who like us, pursued the Phantom of Foreign Conquest and distant Colonization, and who, in the End, found themselves less populous, opulent, and powerful.

"By the War of 1739, which may be truly called an *American* Contest, we incurred a Debt of upwards of - - - - - £. 31,000,000

"By the War of 1755, a further Debt of - - - - - 71,500,000

"And by the War of the Revolt, nearly - - - - - 100,000,000

Total £. 202,500,000

"And thus have we expended a larger Sum in defending and retaining our Colonies, than the Value of all the Merchandise which we have ever sent them: we have in a great Measure, disbursed this enormous Sum, to secure the Possession of a Country which yielded us no Revenue, and whose Commerce called for but 1,655,902*l.* of the Manufactures of *Britain*, taking the Average of four Years, from 1767, to 1770; so egregious has our Impolicy been in rearing Colonies for the Sake of their Custom."

Finally, for the Satisfaction of *British* Merchants, and of all Persons interested in, or wishing well to the Trade and Navigation of *Great-Britain*, we add, from a comparative View of authentic Records, that at the Commencement of the Year 1788, Our general Imports and Exports from and to all Ports of the World, exceeded by some Millions, the Amount of any preceding Year, during the present Century.

The Imports for the Year 1787, amounting, by the declared Value at the Custom-House to - - - - - £. 17,804,024 : 16 : 1

The Exports for the same Year to - - - - - 18,296,166 : 12 : 11

After

After this we proceed, the civil and Growth and

THIS Section but has Establishments relieving the their Relief that a Set of the uncultivated to whom this ment they ex ready to prom to their Requi did constitute establishing the Lands, to su of the said C whatsoever, of Profit wha to make By-Corporation a undivided Par Countries, T in *America*, *Savannah*, al of a certain from the Hea To have and the said Colo *South Carolina* said Corporat ten Years aft the said Lan vince, by the free, and not *Carolina*, ex Corporation, ters Patent, ment of the be presented bation or Dis Force and V the said Cor tracts, &c. to transport and reigners, as a the said Prov in any of his assign, transi ments, and l to live in the Rents, Roter as to the fa should be m

After this ample Statement of the Consequences of the *American Revolution*, we proceed, according to the original Plan of our Author *Wyndham Beawer*, with the civil and commercial History of the several Provinces of *America*; their Growth and Product, &c. beginning with the Southernmost.

### Of GEORGIA.

THIS Settlement lies in the Bounds of *Carolina*, as described in their Charter; but having long remained unsettled, the worthy Projectors of the *Georgia* Establishment fix on this Spot as a proper one for their benevolent Intentions of relieving the Distresses of their fellow Creatures, and at the same Time to make their Relief turn to a publick Advantage. It was with these generous Views, that a Set of Gentlemen solicited his late Majesty King *George II.* for a grant of the uncultivated Lands afore-mentioned, with a free Consent of the *Carolinians*, to whom this Tract was rather a Burthen than a Benefit, and from whose Settlement they expected to reap both Security and Advantage. His Majesty, always ready to promote the Good of his Subjects, was graciously pleased to condescend to their Request, and by his Letters Patent, bearing Date the 9th of *June*, 1732, did constitute the Petitioners a Corporation, by the Name of *The Trustees for establishing the Colony of Georgia in America*; with Capacity to purchase and take Lands, to sue and be sued, &c. with the restraining Clauses, that no Member of the said Corporation should have any Salary, Fee, Perquisite, Benefit, or Profit whatsoever, for acting therein, or should have any Office, Place, or Employment of Profit whatsoever under the said Corporation, &c. They had likewise a Power to make By-Laws, &c. And, amongst other Things, there was granted to the said Corporation and their Successors, under the Reservations therein mentioned, seven undivided Parts, the whole to be divided into eight equal Parts, of all those Lands, Countries, Territories, situate, lying, and being, in that Part of *South Carolina*, in *America*, which lies from the northernmost Stream of a River there, called the *Savannah*, along the Sea Coast to the Southward, unto the most Southern Stream of a certain great other Water or River, called the *Altamaha*; and Westward from the Head of the said Rivers, respectively in direct Lines to the *South Seas*: To have and to hold the same to them, &c. for ever, for the better Support of the said Colony, under the yearly Rent of four Shillings Proclamation-Money of *South Carolina*, for every hundred Acres of the said Lands, for every of which the said Corporation shall grant, demise, plant, or settle; but not to commence until ten Years after such Grant, Demise, Planting, or Settling; and erected and created the said Lands, Countries, and Territories, into one independent and separate Province, by the Name of *Georgia*; and made the Inhabitants who shall reside therein, free, and not subject to any of the Laws, Orders, Statutes, or Constitutions of *South Carolina*, except the Commander in Chief of the *Militia*; and authorized the said Corporation, for the Term of twenty-five Years from the Date of the said Letters Patent, to form and prepare Laws, Statutes, or Ordinances, for the Government of the said Colony not repugnant to the Laws and Statutes of *England*; to be presented under their common Seal to his Majesty in Council, for his Approbation or Disallowance; and that the said Laws so approved of, should be in full Force and Virtue within the said Province. The Council for the Time being of the said Corporation were likewise empowered to apply their Money, make Contracts, &c. to appoint Officers and Servants, removable at Pleasure; that they might transport and convey into the said Province such of his Majesty's Subjects and Foreigners, as are willing to go and inhabit there; and declared all Persons born within the said Province, and their Posterity, to be free Denizens as if they had been born in any of his Majesty's Dominions. The said Corporation had likewise Power to assign, transfer, and set over, such particular Portions of the said Lands, Tenements, and Hereditaments, unto such of his Majesty's Subjects and others, willing to live in the said Colony, upon such Terms, and for such Estates, and upon such Rents, Reservations, and Conditions, as the same might lawfully be granted, and as to the said Common Council should seem fit and proper; provided no Grant should be made of any Part of the said Lands, unto, or in Trust for, or for the

Benefit



Benefit of, any Member of the said Corporation; and that no greater Quantity of the said Lands be granted, either entirely or in Parcels, to, or to the Use of, or in Trust for, any one Person, than five hundred Acres; and declared, that all Grants made contrary to the true Intent and Meaning thereof, should be absolutely null and void. And granted, that the said Corporation, for the Term of twenty-one Years from the Date of the said Letters Patent, should have Power to erect and constitute Judicatures and Courts of Record, or other Courts, to be held in his Majesty's Name, for the Hearing and Determining all Manner of Crimes, Offences, Pleas, &c. And it is directed, that all Rents, Issues, or Profits, which should come to the said Corporation, issuing or arising out of or from the said Province, should be laid out and applied in such Manner as would most improve and enlarge the said Colony, &c. And directed, that the said Common Council should from Time to Time, for the said Term of twenty-one Years, have Power to appoint all such Governors, Judges, Magistrates, Ministers, and Officers, civil and military, both by Sea and Land, within the said District, as they should think fit and needful for the Government of the said Colony; except such Officers as should be appointed for managing, collecting, and receiving such of his Majesty's Revenues as should arise within the said Province; with a Proviso, that every Governor so appointed, should be approved of by his Majesty, and qualify himself as other Governors in America are by Law required to do, &c. And they have Power to train the Militia, erect Forts, &c. And that they shall have Power to import or export their Goods at or from any Ports that should be appointed by his Majesty, within the said Province, without being obliged to touch at any other Port in *South Carolina*; and declared, that after the End of the said twenty-one Years, such Form of Government, and making of Laws and Statutes, and Ordinances for the Government of the said Province and its Inhabitants, should be established and observed within the same, as his Majesty, his Heirs, and Successors should ordain and appoint agreeable to Law; and that after the End of the said twenty-one Years, the Governor, and all Officers civil and military within the said Province, should be appointed by his Majesty, his Heirs, and Successors.

In Consequence of this extensive Charter, many Nobles and Men of Fortune undertook, in Quality of Trustees, to carry the Design into Execution, and had, as the Object of their first Care, the obtaining a sufficient Fund for enabling them to send over a considerable Body of People, and to provide them with all Kinds of Necessaries; to which they liberally subscribed themselves, obtained considerable Sums by Collection from Persons who were charitably disposed, to forward the Settlement, and, besides, procured a Donation from Parliament of 10,000*l*.

The properest Method was also studied in making this Settlement, that it might both answer the intended Ends of their being sent thither, and also contribute as much to the publick Utility as possible; in Order whereto, every Individual was regarded as a Planter and Soldier, and accordingly furnished with Arms for Defence, and Tools for his Husbandry, whose Use and Exercise was also taught him: It was also resolved, that Towns should be planned, and Lands appointed for the Subsistence and Conveniency of the Settler, and these be held in Tail-Male, as the properest Tenure in this infant Colony. The Introduction of Negroes was also prohibited for many Reasons. And after these Dispositions were made, and the Trustees enabled by publick and private Benefactions, one hundred and fourteen Souls, Men, Women, and Children, embarked with *James Oglethorpe*, Esq. one of the Trustees, in *November*, 1732, and sailed for *Carolina*, where they arrived on the 25th of *January* following; and being assisted by the Governor of *Charles-Town*, and other kind Gentlemen, a Town was marked out, and the first House begun, ten Miles up the River *Savannah*, on the 9th of *February*; after which *Mr. Oglethorpe* procured all the Assistance and Necessaries he could for his young Colony, sowed and planted a Quantity of Corn, Herbage, and Fruit, made a Treaty with the *Indians*, and then returned *England*, in Order to continue his good Offices by procuring the necessary Supplies to be sent to this Object of his Care; and arrived in Safety, in *June*, 1734, accompanied by several of the *Indian* Kings and Chiefs, who were endeared to our Countrymen by the kind Usage shewn them here.

Mr. Oglethorpe, four hundred and in the p established u Isle; they h New Inverm British Adv not only secu the Spaniards and the Gov a Force as t in Carolina to order a Defence and Land to enc

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Mr. Oglethorpe again embarked, and on the 6th of February, 1735, arrived with four hundred and seventy Persons, who were settled on the Island of *St. Simon*, and in the preceding Month a Parcel of *Scotch* Highlanders were got there, and established up the River *Altamaha*, about sixteen Miles distant from the aforesaid Isle; they both built Towns, the *English* calling their's *Frederica*, and the *Scots*, *New Inverness*: Roads of Communication were made between the Towns of the *British* Adventurers and the *Indians*, and both the North and South Frontiers were not only secured by Fortifications, but also by an amicable Treaty, concluded with the *Spaniards* of *St. Augustine*, which, however, was disapproved of by their Court; and the Governors of *Cuba* and *Spanish Florida* had Directions to prepare such a Force as they imagined would be sufficient to destroy our Settlements, as well as in *Carolina* as *Georgia*; to prevent which, his Majesty was graciously pleased to order a Regiment of six hundred effective Men to be sent to *Georgia* for its Defence and Protection, and the Trustees allotted each one of them a Parcel of Land to encourage their good Behaviour.

The Parliament also now granted them 20,000*l.* and 26,000*l.* at sundry Times afterwards, for their further Assistance, which enabled the Trustees to make another Embarkation, and with these repeated Augmentations of People, the Town laid out in this new Colony began to flourish. Mr. Oglethorpe was appointed Colonel of the aforesaid Regiment; and no one could have been more proper for the Command than he, who only used his Authority and Care, to protect that Settlement, which with so much Fatigue and Assiduity he had planted; but this Reinforcement did not induce him to abate any Thing of that Discipline he had always observed, but he continued to train his Militia, with the same Exercise and Regularity he had before used them to, and, disregarding the Dangers he run, and the Inconveniences he suffered by travelling in an almost unknown, uninhabited, and consequently an uncultivated Country, he undertook a Journey of five hundred Miles from *Frederica*, purely to increase the Services he had already rendered the Colonies of *Carolina* and *Georgia*, by concluding a new Treaty with the *Indians*, and thereby confirming them in the *English* Interest, at a Time when the *French* were using their utmost Efforts to draw them off from it; thus, to advance and secure the Happiness of others, did this worthy Man, with unwearied Diligence, expose himself to Hazards and Toils, that would have proved unfurmountable to one of a less enterprising Genius and steady Resolution; but these enabled him to go through even such a comfortable and tiresome Expedition, as this now mentioned.

The Number of People settled in *Georgia* in the first eight Years was upwards of two thousand, which under Mr. Oglethorpe's prudent Conduct, in Obedience to the wise Regulations and Dispositions of the Trustees, had now acquired Strength sufficient to defend themselves, as they were soon obliged to prove; for the War, kindled here with the *Spaniards*, in 1739, soon blazed out in *America*, where General Oglethorpe, having with all the other Governors in that Country received his Majesty's Orders to annoy the *Spaniards* as much as they could, agreed on an Expedition against them at *St. Augustine*, in Conjunction with the Forces of *Carolina*; and though the Plan of their Operations seemed to be well concerted, it unfortunately miscarried with the Loss of many Men and much Money. The *Spaniards* in Return paid them a Visit in the Beginning of *June*, 1742, but met a signal Repulse from the *English*; for though their Force consisted of fifty-six Sail, with between seven and eight thousand Men, they were defeated by the Handful General Oglethorpe had with him, to the immortal Honour both of the Soldiers and their Commander, who obliged the Enemy to so precipitate a Flight, as to leave Part of their Baggage, &c. behind them. The General received all the Congratulations and Acknowledgements, so justly due to his Bravery, from all our *American* Governors, and ought to have the same Incense paid him by every Well-Wisher to the Colonies, or indeed *Great-Britain* itself.

This Province is said to be capable of producing all that *Carolina* does, though the Trustees, from an Observation that most of the *American* Settlements run into a Cultivation of the same Commodities, recommended a different Practice here, and ordered a large Plantation of Mulberry-Trees to be made, invited thereto by

the Propriety of the Soil, and Agreeableness of the Climate for raising Silk, of which a Parcel was brought from thence in 1739, and deemed by competent Judges to be very good; though what more it may have produced since, I must confess myself ignorant, or indeed, of what other Returns it has made to the People's Expectations, from the large Sums expended on it; though, should it fall short in the Fertility it has been praised for, and remit but little in Exchange for its Manufactures it takes from hence, the Establishment ought to be supported as an important Frontier, whose Consequence has been demonstrated, in the Stand it made against the above-mentioned powerful Attack, which might otherwise have proved of fatal Consequence to several of our Colonies. The Exports are calculated at about 74,000*l.* and the Imports at 49,000*l.*

#### OF CAROLINA.

**T**HIS Part of the Globe has been possessed alternately by *Spaniards* and *French* and though one of the finest Spots in the World, had by both been deserted for near a hundred Years, when his Majesty King *Charles II.* granted it the 24th of *March*, 1663, to *Edward* Earl of *Clarendon*, then Lord High Chancellor, *George* Duke of *Albemarle*, *William* Lord *Craven*, *John* Lord *Berkley*, *Anthony* Lord *Ashley*, Sir *George* *Carteret*, Sir *William* *Berkley*, and Sir *John* *Collington*, with all Royal Fisheries, Mines, Power of Life and Limb, and every thing necessary to an absolute Propriety, within the Limits of the Patent, and with the Acknowledgement of twenty Marks yearly; and this Grant was seconded by another about two Years after, that made some Alteration in the Boundaries, and included both the *Carolinas* and the new Province of *Georgia*. But this Establishment not meeting with a Success answerable to the Proprietor's Expectations, they after struggling with many Difficulties for the Space of near sixty Years, resigned  $\frac{1}{4}$  of their Grant to the Crown, in Consideration of 17,500*l.* paid them for it, and the Surrender was confirmed by Act of Parliament in 1728; the other  $\frac{3}{4}$  being therein referred to the Right Hon. *John* Lord *Carteret*, late Earl of *Granville*.

This Country, as afore-mentioned, is very pleasant and fertile, as the Riches acquired by the Inhabitants in a few Years plainly prove; and the Trade of it was once so considerable, that from *March* 1730, to the same Time 1731, there sailed from *Charles Town*, mostly for *England*, 207 Ships, with 41,957 Barrels of Rice, about 500*lb.* wt. each; 10,700 Barrels of Pitch; 2063 of Tar; and 759 of Turpentine; of Deer Skins 300 Casks, containing 8 or 900 each; besides a vast Quantity of *Indian* Corn, Peas, Beans, &c. Beef, Pork, and other salted Flesh; Beams, Plank, and other Timber for Building, most Part of Cedar, Cypress, Sassafras, Oak, Walnut, and Pine.—Since writing the above, the *Carolina* Trade is greatly increased by the Produce of *Indigo* in that Colony.

Before the late War in *America*, the Commerce of *South Carolina* alone employed 140 Ships. Its Exports to *Great-Britain* of native Commodities, on an average of three Years, amounted to upwards of 395,000*l.* annually, and its Imports to 365,000*l.* The Exports of *North Carolina* were computed at 68,000*l.* and its Imports at about 68,000*l.*

Their Trade with the *Indians* is very considerable, by which they procure the Skins above-mentioned; and in Exchange for them give Lead, Powder, coarse Cloth, Vermillion, Iron, strong Waters, and some other Goods, reaping from this Traffick a very great Profit. Of Negroes it is supposed there are near 50,000 in the Province; though Artificers are very scarce, and their Demands for Labour very extravagant; which I believe principally proceed from the Misrepresentations of the Country at home; otherwise it is to be imagined, a fine Climate and great Wages would be sufficient Inducements to attract a sufficient Number of Mechanics to supply every Want there could possibly be of them.

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## OF VIRGINIA.

THIS Country was at first divided into North and South *Virginia*, and was accordingly granted by King *James I.* in 1606, to two distinct Sets of Men, the one to possess all the Lands, &c. between 34 and 41 Degrees of Latitude, to be called the first Colony, and the others to have all those lying between 38 and 45 Degrees of Latitude, with the Denomination of the second Colony; and they immediately fitted out Ships and sent many People there in the same Year; and though their Establishments were rendered as easy to them as the Nature of the Thing would possibly admit, and their advantageous Situation was very apparent, yet they could not submit to the few Labours and Difficulties attending their first settling, though with the Prospect of soon obtaining from them a comfortable and easy Abode, capable of daily Improvements by an honest Industry, but were continually breaking out into Commotions and Disturbances, which proved ruinous to the Colony, and their own Destruction; and they were so contumacious as to fly in the Face of Justice; so that few of their Governors could support their Authority, or bring them into any settled Order or Discipline; which was a good Deal owing to the Nature of the Grants made in *England* by the Patentees, and no small Share of it charged on the Company's Mal-Administration; in so much, that on King *Charles I.* ascending the Throne, he dissolved the Company in 1626, reducing the Country and Government under his own immediate Direction, and granting Patents to particular Adventurers, with the Reserve of a Quit-Rent of two Shillings for every hundred Acres.

This Resolution of his Majesty's at first seemed very agreeable to those already settled, and animated many daily to increase their Number; but old Discontents reviving, and the People proving restless under their Governor's Oppressions, gave an Instance of their Repentment, by sending the first his Majesty had set over them Prisoner to *England*, for his Disagreement with his Council, and Violences on the Inhabitants. And the subsequent Troubles of King *Charles's* Reign, and *Cromwell's* Administration, hindered the good Dispositions from proving effectual that had before been taken for the Colony's Prosperity by their worthy Chief, Sir *William Berkeley*. However, many continued Solicitors for Patents of large Tracts, which has indeed proved very prejudicial to the Country, as it is by this Means that very few Towns are to this Day built in it, and those few so small as hardly to be worth naming.

It lies from 36° to 39° of North Latitude, and between 74° and 80° of Western Longitude, being about two hundred and forty Miles in Length, and near one hundred and twenty in Breadth; divided into twenty-five, some say twenty-nine, Counties; of these, the first is *James County*, which contains five Parishes, and the only two Towns in the Province; and these, as I said before, so small, that the principal called *James Town*, does not contain above eighty Houses, and *Williamsburgh*, though the Seat of Justice, not above half that Number: The People, if we reckon Men, Women, and Children, and join to these the Negroes, may amount to about five hundred thousand, which may reasonably be supposed to bring no small Advantage to their Mother Country; as from hence they are all supplied with most of the Necessaries of Life; such as Linen, Silks, *India* Goods, Wine, and other foreign Manufactures; and of our home ones, Cloths, Serges, Stuffs, Bays, Hats, and all Sorts of Haberdashery Ware; Hoes, Bills, Axes, Nails, Adzes, and other Iron Tools; Cloths ready made, Knives, Biscuit, Flour, Stockings, Shoes, Caps for Servants, and indeed almost every Thing that is made in *England*, to the Amount of near 1,000,000*l.* Sterling which is repaid mostly in Tobacco, of which it is supposed, by the nicest Calculators, that near one hundred thousand Hogheads are, in Times of Peace, imported here yearly, employing between three and four hundred Ships, navigated by upwards of four thousand Sailors; and of these, about 60,000 Hogheads are re-exported for foreign Parts, which, if computed only at 5*l.* per Hoghead, makes 300,000*l.* besides the Duties not drawn back, and the new Freight occasions.

This

This Settlement, it is to be observed, is only that Part of the original Grant, called the first or *London* Colony; the other, termed the second or *Phymouth* Colony, shall be spoke of when I come to treat of *New-England*, of which they were the original Planters; in the mean Time I proceed, as it comes next in Course, to speak

#### Of MARYLAND.

THIS Colony remained a Part of *Virginia*, as several others did till they were dismembered, which shall be noted in their proper Places, till 1632, when King *Charles I.* in the eighth Year of his Reign, granted all the Country to the North of *Potowmack* River, not then planted, to *Cecilus Calvert* Lord *Baltimore*, and his Heirs; which Tract was thenceforth called *Maryland*, in Honour of the then Queen *Confort*; and in Consequence of this Grant, the Proprietor sent over his Brother, with about two hundred Adventurers, to take Possession of their Limits, and to make a Settlement; which they first did in an *Indian* Town, called afterwards *St. Mary's*, on the River *Potowmack*, and near the Mouth of that they christened *St. George's*.

This soon became a flourishing Colony, though the *Baltimore* Family was deprived of its Government during the Civil Wars; but King *Charles II.*'s Restoration proved that of the Proprietor's; as his Majesty, on coming to the Throne, reinstated him in all his Privileges.

The Province is situated between 38° and 40° of Northern Latitude, and between 75° and 80° of Western Longitude; abounding, as *Virginia* does, in fine Springs and Rivers; so that, like the *Virginians*, they can bring the Ships up to their very Doors: It is divided into ten Counties, though it has very fine Towns, the same Humour of living on their own Plantations prevailing among the Gentry here, as was before observed to reign among their above-mentioned Neighbours.

The Soil and Products of this Country are similar to those of *Virginia*, and the Natives here imitate the others' Management, in confining their Husbandry to the Cultivation of Tobacco only, of which it is supposed they now produce as much as *Virginia* does, though the Quality to the *English* Taste is inferior to the other, it being stronger than the sweet-scented Leaf gathered on the Borders of *James* and *York* Rivers; however, this Circumstance gives it a Preference every where in the North, to which Part of the World we generally send it: The Inhabitants may be about 30,000, who are supplied with Necessaries from hence in the same Manner *Virginia* is, so that a Catalogue of them need not be repeated here.

#### Of NEW-YORK.

THIS, like the last-mentioned Province, was a Part of *Virginia*, and became our's under the double Right of Discovery and Conquest; the first by *Cabot*, and the latter from the *Dutch*, who had settled here, and held it by an illegal Title, and therefore the *English* have retained it ever since its Recovery at the Beginning of the *Dutch* War. It is about two hundred Miles in Length, though generally very narrow, well replenished with Provisions and Farms, which occasions it having few large Towns; the Capital *New-York* City, however, is very considerable for this Part of the World, as it contains upwards of a thousand well-built Houses of Stone and Brick, besides commodious Quays and Warehouses on its excellent Harbour, where some hundreds of Ships and Vessels are employed in the foreign Trade and Fisheries from hence carried on to *Madeira* and the *Azores*, where they send Pipe-Staves and Fish, returning with Wine and Brandy, to their very great Advantage; and to all our Sugar Islands, more especially *Barbadoes*, they send Corn, Flour, Bread, Beef, pickled and smoked Pork, Peas, Bacon, Apples, Onions, Board, and Pipe-Staves; for which they bring back Sugar, Melasses, Rum, Ginger, &c. And the Agents for this Province, in their Contest with the Sugar Plantations, affirmed, that their Winters being severe, obliged them to take off more of the Woolen Manufactures of this Kingdom, for which they remitted Gold and Silver, than all the Islands, *Jamaica* excepted, put together, and which I believe has remained uncontradicted.

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At our becoming Masters of this Country, it was found to be very thinly peopled; but the Climate and Soil have proved such powerful Inducements to Adventurers, that their Number is supposed now to be swelled to 90,000.

Before the *American War*, the Exports from this Province, upon an Average of three Years, amounted annually to 526,000*l.* and their Imports from *Great-Britain* to 531,000*l.*

### Of PENNSYLVANIA.

**ADMIRAL Penn**, afterwards *Sir William*, rendered himself famous by the Conquest, with *Col. Venables*, of *Jamaica*; and endeared himself to every one serving under him, by his unaffected Modesty, and other engaging Qualifications and Virtues; these, and his great Abilities in maritime Affairs likewise, placed him in a very high Degree of Esteem and Credit both with *King Charles II.* and his Royal Brother, which drew from the former a promised Grant of this *American Territory*, in Reward of his past Service to the Crown; but he dying before its Confirmation, and his Son not applying for it till some Years after, the Patent bears Date only from the 4th of *March*, 1680, containing all that Tract of Land in *America*, with all the Islands belonging to it, from the Beginning of the 40th Degree of North Latitude to the 43d Degree, &c. This was the Limitation of the first Grant; but *Mr. Penn* having afterwards obtained an Addition from *New-York*, the whole Territory of *Pennsylvania* now runs three hundred and thirty Miles in Length, and about two hundred in Breadth, being distinguished by this Denomination in both the Patents.

There were but few *English* when *Mr. Penn* sent over the first Adventurers, who had accompanying them a Governor of his appointing, to whom the *Suedes* and *Dutch* that remained very readily submitted; but he afterwards went in Person to settle the Constitution he had procured to be drawn up by that great Lawyer, *Sir William Jones*, and to make Agreements with the *Indian Princes*. The Air is serene and pleasant, the Soil generally fertile, and every Thing growing here in great Abundance and Plenty. The Towns are large and numerous, well situated for Trade, and populous; insomuch that the Capital, *Philadelphia*, is now supposed to contain fifteen thousand Inhabitants, by which the Number of People in this flourishing Colony may be guessed at, though it would be difficult to ascertain them.

The Merchandize which *Pennsylvania* furnishes for its Commerce with *Europe* and *America*, consists in Horses, Pipe-Staves, Pork, Beef, and Fish salted and barrelled up, Skins and Furs; all Sorts of Grain, *viz.* Wheat, Rye, Peas, Oats, Barley, Buck-Wheat, *Indian Corn*, *Indian Peas* and Beans, Pot Athes, Wax, &c. And in Return for these they import from the *Caribbee Islands*, &c. Rum, Sugar, Melasses, Silver, Negroes, Salt, and Wine; and from *Great-Britain*, Household Goods, Clothing of all Sorts, Hardware, Tools, and Toys. They also grow some Rice, and a little Tobacco of the worst Sort; and their Trade with the *Indians* is confined to a few Articles; they receiving from them only Furs and Skins, and giving them in Return, some Clothing, Arms, Ammunition, Rum, and other Spirits.

The Amount of the Commodities exported from *Great-Britain*, before the War, was upon an Average of three Years, valued at 611,000*l.* and those exported to *Great-Britain*, including Ships built there for Sale in *England*, are estimated at 705,500*l.*

### Of the JERSEYS.

**THESE** fell under the Dominion of the Crown at the same Time that *New-York* did, and with that composed the Province of *Nova Belgia*, taken from the *Dutch*, as before-mentioned, and all were included in the Grant made by *King Charles II.* to his Brother the Duke of *York*; who invested this Part of it by the Name of *Nova Caneria*, in *John Lord Berkley*, and *Sir George Carteret*, and they or their Assigns agreed to divide it, with the Denomination of *East* and *West New Jerseys*; the first falling to the Share of *Sir George*, as the latter did to his Lordship;

ship; and both being parcelled out into different Proprietaries, were unanimously resigned up to her Majesty Queen *Anne*, on the 22d of *April*, 1702, and have been ever since governed by Royal Authority: They have several well-built Towns in them, commodiously situated for Trade, as Ships of two or three hundred Tons may come up to the Merchants' Houses in divers of them. The Country yields Plenty of all Sorts of Grain, with which they supply the Sugar Islands, and besides this drives some Trade in Furs, Skins, and a little Tobacco; they likewise ship some Train Oil, Fish, Corn, &c. for *Portugal*, *Spain*, and the *Canaries*, though *New-York* is their principal Market, either for supplying themselves with, or disposing of their Commodities.

The Inhabitants are computed to be about 100,000, but they carry on little or no foreign Trade, owing to the vicinity of the *Jerseys* to the great commercial Cities of *Philadelphia* and *New-York*, by which they were supplied with Merchandise from *Britain*, and make Returns in Wheat, Lumber, and other native Products.

#### Of NEW-ENGLAND.

IN my Description of *Virginia*, I gave an Account only of the first or *London* Company, referring my Readers for the Success of the second or *Plymouth* Company's Expedition, to this Place, which I shall now give.

These Adventurers contented themselves for some Years, with the Trade of Furs with the Natives of *North Virginia*, and fishing on that Coast, in which two Ships were employed so early as the Year 1614, commanded by the famous Capt. *John Smith*, and Capt. *Thomas Hunt*, the former of which landed, and took a particular View of the Country of the *Massachusetts*, by which he was drawn into several Skirmishes with the Natives; and afterwards returning to *England*, he left Orders with *Hunt* to proceed in his Ship, with the Fish taken, to *Spain*; but this ungenerous Man, not content with his finny Treasure, and stimulated by an avaricious desire of Gain, took such iniquitous Steps to procure it, as proved of fatal Consequence to the infant Colony; for as soon as Capt. *Smith* was departed, he enticed twenty-seven of the innocent *Indians* aboard, and carried them with his Cargo to *Malaga*, where he sold them at 20*l.* a Head. This Outrage was resented by the *Indians* in such a Manner as might justly be expected; they broke off all Communication with the Colony, so that an entire Stop was put to the little they before carried on, and their Endeavours for Revenge were exerted on several future Occasions. And repeated Disappointments occurring by these Disagreements, the Patentees were discouraged from prosecuting their intended Settlements, and gave up all Thoughts of making them. However, other Adventurers carried on a Trade to *New-England*; and a Congregation of *Independents* who had fled from thence to *Holland* on Account of their Religion, under Mr. *John Robinson* their Minister, now meditated another Remove, and determined on changing their Clime once more, from an *European* to an *American*; flattered with the Hopes of finding an *Asylum* in the latter, which was denied them in the former. And they accordingly procured a Grant for their Settlement on *Hudson's River*, where, however, they never arrived; but either Chance, or Treachery, as some suppose, having driven them to *New-England*, in the Latitude of 42° North, they there landed, and built themselves a Town, which they called *New Plymouth*, being about a hundred Souls in all, Men, Women, and Children, of which a great Part died the first Winter. However, new Recruits continually succeeding, they began to grow powerful, and became a flourishing Colony; and this led them to reflect seriously on the Nature of their present Settlement, which they knew to be precarious, as they were not only without a Patent or Grant to secure them in the Possessions they now enjoyed, but held them contrary to the Rights of the *North Virginia*, or *New-England* Company. In Order, therefore, to establish themselves on a better footing, they commissioned one of their Number, in the Year 1624, to solicit a Charter for them, which he successfully performed, and obtained one more favourable than their most sanguine Expectations could make them hope for; they being thereby enabled to elect a Governor, Council, and Magistrates, and to make Laws, provided they were no Ways

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opposite to our's, or in any Respect encroached on the Crown's Prerogative: Thus the first Settlement in this large and fertile Country was confirmed; and this animated others to take the same Steps; of which I shall give some Account in as brief a Manner as possible.

In 1625, Mr. *White* of *Dorchester*, another Minister of the same Persuasion with the before-mentioned, being animated by his Success, determined to follow his Steps, in Hopes of the same good Fortune; and accordingly procured a Grant from the *North-Virginia* Company, to divers therein mentioned, of all that Part of *New-England*, which lies between the great River *Merimack* and *Charles* River, &c. and obtained a Patent from King *Charles* I. to hold the same; which was enlarged by a new one, 1628, with still greater Privileges than in those ceded to the *New Plymouth* Colony, and by whom *Charles Town*, *Dorchester*, and *Boston*, the Capital, were successively built; and from these a Colony was detached, to settle on *Connecticut* River; which afterwards obtained a Grant for themselves, with Privileges similar to those already spoken of. After these, *New-Haven* was built, and the Country settled; and whilst this was transacting in the *South-West* Parts of *New-England*, those in the *North-East* were not neglected; for these Coasts having for some Time been frequented, for the Advantages of Fish and the Fur Trade, encouraged those concerned therein to attempt an Establishment; which they succeeded in so much to their Satisfaction, as in a few Years to settle the two Counties of *New-Hampshire* and *Main*, for which they obtained a Charter; but as Feuds and Divisions prevailed among them, they again resigned it, in 1684, to the Crown, where the Property has ever since remained.

And if any one reflects on the swift Progress made in the Settlements, that in about twenty Years they had built twice as many Towns, cultivated a large Tract of Land, and settled a tolerable good Trade, he must allow them to have been uncommonly industrious, more especially, if he considers the many Difficulties they had all along to struggle with.

*New-England* at present comprehends four very considerable Governments, viz. *Massachusetts*, which with *New-Plymouth* and the *Main*, are now included in one Charter; *New-Hampshire* still remaining separate; *Connecticut*, comprehending also *New-Haven*; and *Rhode-Island*, with *Providence* Plantation. The whole Country extending from 41 to 45 Degrees of North Latitude, and from 67 to 73 Degrees of Western Longitude, abounding with Plenty of Fish, Fowl, Fruit, Grain, and Herbage; it is likewise replete with many fine Rivers, and its Inhabitants are very numerous.

Its Commerce is very considerable, being spread all over *America*, and to several Parts in *Europe*: Our Sugar Colonies are from hence supplied with Fish, Cattle, Corn, Apples, Butter, Cheese, Oil, Tallow, Boards, Hoops, Pipe-Staves, Skins, Bark, Turpentine, &c. and these in such vast Abundance, that the Island of *Barbadoes* only is computed to take off the Value of two hundred thousand Pounds yearly: They also deal with the other Sugar Colonies; sometimes with the *French*, more with the *Spaniards*; and their Exportation of Fish for *Portugal*, *Spain*, and *Italy*, is greater than from any Part except *Newfoundland*—From hence they take all Kinds of Mercery Goods, Linens, Stockings, Shoes, Sail Cloth, Cordage, Haberdashery Ware, and a vast many other Things: In Return, they build for us a prodigious Number of Ships, and supply us with Pig and Bar Iron, Pitch, Tar, Turpentine, Skins, Furs, Oil, Whale Fins, Logwood, and other Commodities, besides a great Quantity of Masts, Yards, and Plank, for the Royal Navy; and as I cannot pretend to make a Calculation myself of the Advantages accruing to us from this Trade, I shall adopt Sir *Josiah Child's* Words on this Subject, to convey to my Reader an Idea of the Greatness of them. "To do Right," says he, to that industrious *English* Colony, speaking of *New-England*, I must confess, that though we lose by their unlimited Trade with other foreign Plantations, yet we are very great Gainers by their direct Trade to and from *Old England*. Our yearly Exportations of *English* Manufactures, Malt, and other Goods from hence thither, amounting, in my Opinion, to ten Times the Value of what is imported from thence; which Calculation I do not make at Random, but upon mature Consideration; and peradventure upon as much Experience of this very Trade, as any other Person will pretend to do, &c."

It

It was computed, before the unfortunate Revolt of the Thirteen Provinces from the Mother-Country, that the Amount of the *English* Manufactures and of *India* Goods sent into this Colony from *Great-Britain*, was not less, upon an Average of three Years, than 395,000*l.* Our Imports in Value, &c. Commodities for home Consumption, and for Exportation to the *European* Markets, were calculated at 370,500*l.*

#### Of NOVA-SCOTIA.

**N**O Part of our *American* Settlements has occasioned more Contests than this, or has so often changed Masters; having been several Times alternately possessed by *French* and *English*, though our Title to it is founded on *Cabot's* Discoveries, and was therefore originally regarded as a Part of *North-Virginia*, and as such, within the Charter of the *Western Company*, who gave strict Orders to those in their Service, by all Means to prevent foreign Nations from settling in their Limits.

Sir *Samuel Argal*, then Governor of *Virginia*, made a cruising Voyage in 1618, round the Coast northwards, as far as *Cape Cod* in *New-England*, about five or six Years before the *English* Adventurers arrived in that Country; and being informed by the *Indians*, that some white Men had settled farther North, he went, and found a Fort built, with a *French* Ship riding at Anchor before it, both which he took; and the *French* afterwards cancelled their Patent from the King; and acquainted him of another Settlement made by their Countrymen at a Place they had named *Port-Royal*, in the Bay on the South-west of *Acadia*, which he also went to, and reduced it.

When Sir *Ferdinand Gorges* was President of the *New-England Company*, he proposed to Sir *William Alexander* to procure a particular Grant for the Land to the Northward of their Patent, who accordingly applied for and obtained it of King *James I.* in 1621; and the next Year sent a Ship with Passengers, to plant and settle there; but it being late in the Season, they were forced to winter in *Newfoundland*, and to wait the Spring's Return before they could get away, which they effected as soon as the Weather would permit it, and proceeded on their Voyage till they happily concluded it, and landed in what they afterwards called *Luke's-Bay*; and Sir *William Alexander* having published a Book, with the Description of the Country, placed it in so tempting a Light, that his Sovereign created a new Order, called the Knights of *Nova-Scotia*, purely to facilitate its Plantation.

This projected Settlement, however, proved abortive; and there was afterwards another Grant made of the Northern Part of this Country, to Sir *David Kirk*, from whom the *French* King bought it, or at least contracted to give him 5000*l.* for it; and Sir *William Alexander*, some Years after, sold his Property to *Claude de la Tour*, a *French* Nobleman; which plainly proves that the Rights and Titles by which they held them were acknowledged by that Nation.

*Oliver Cromwell*, in 1654, sent Major *Sedgwick* to dislodge the *French* from *Port-Royal*, which he effected, and took Possession of the said Tract of Land; on which *Charles de St. Estina*, I believe it should be *Estienne*, Son and Heir to *Claude de la Tour*, came to *England*, and on making out his Claim under Sir *William Alexander*, then Earl of *Sterling*, *Cromwell* allowed it.

On the 20th of *Sept.* 1656, the said *Charles de St. Estina* sold and conveyed his Property in the said Country to Sir *Thomas Temple* and *William Brown*, who divided the said Land by Deed of Partition.

Sir *Thomas* afterwards, viz. in the Year 1662, made out his Right, and obtained a Patent from the Crown, not only for the Territory mentioned therein, but for the Government thereof during his natural Life, and the sole Monopoly of the Fishery and Trade with the *Indians*.

By the Treaty of *Breda*, in 1667, this Land was again ceded to the *French*; and in 1670, the Possession was delivered to them by Sir *Thomas*, in Virtue of the said Treaty, and in Obedience to express Orders from the Earl of *Arlington*, then Secretary of State, though he never conveyed his Right to the Lands, nor ever received a single Farthing of 16,200*l.* *Sterling* then stipulated to be paid to him in

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in Recompence of his Disbursements for building Forts, maintaining Garrisons, and the Debts due to him from the Natives, though much solicited for, both at the Courts of *England* and *France*.

In 1690, on the 28th of *April*, Sir *William Phipps* having, by Order of the *Massachusetts*'s Government, set forward on an Expedition for the Reduction of this Country, succeeded therein; and having dispossessed the *French* thereof, and appointed a Governor, he returned to *New-England* on the 30th of *May* following, and the *English* remained Masters of it till 1697, when by the Treaty of *Riswick*, it was once more restored to the *French*.

In 1710, it was again reconquered by the Forces of *Queen Anne*, sent from hence and *New-England*, under the Command of General *Nicholson*, and by the Treaty of *Utrecht*, in 1712, was yielded up to *Great-Britain*, and has ever since continued in the Possession of this Crown, having been constantly garrisoned by a Regiment of Soldiers, till its late Settlement augmented the Number of these, as well as of its Inhabitants.

Sir *Thomas Temple* died on or about the 27th of *March*, 1674, at *Brentford* in *Middlesex*, leaving his Nephew, *John Nelson*, Esq. of *Boston* in *New-England*, his Heir and sole acting Executor to his Will; who by Deed, bearing Date the 15th of *April*, 1731, sold and conveyed all his Right, Title, Claim, &c. in and to the said Lands, Debts, Rent, &c. to *Samuel Waldo*, Esq. of *Boston* aforesaid; of which the said *Samuel Waldo* afterwards sold and conveyed an undivided Moiety to me. And as we were conscious of what Importance the Settlement of this Province would be to the Northern Colonies, we secured a considerable Number of *Swiss* Protestants to begin it, not imagining, after so clear a Deduction of our Title, we should have any Impediment to so necessary a Work, pregnant with innumerable Advantages to the Nation. However, lest our Right should be in future contested, on Account of the aforesaid several Treaties and Changes of Possession, we humbly intreated his Majesty, about thirteen years ago, to confirm our Grant, or to give us a new one; which Petition he was graciously pleased to refer to a Committee of Council, and the Committee referred it to the Consideration of the Attorney and Solicitor General; which being just before the breaking out of the War of 1755, this Occurrence made us desist from pressing the Affair: But all Pretensions to this Colony having been formally renounced on the Part of *France*, by the IVth Article of the Peace of *Versailles*, in 1763, our Title to *Nova-Scotia* is now confirmed beyond Dispute.

This Country lies in a good and healthy Climate, being in the same Latitude with *Old France*; enriched with a fertile Soil, abounding in fine navigable Rivers, which, like its Coasts are full of various Kinds of Fish; more especially Salmon, Sturgeon, Herrings, Cod, and Whales; and besides these, the Province is capable of producing Hemp, Flax, Masts, Iron, and all the naval Stores, extra of Furs, Oil, Whalebone, and Poor-jack; it can also as conveniently as any other supply the Sugar Colonies with Provisions, Boards, Staves, &c. and consequently, under proper Encouragement, soon become capable of taking off large Quantities of *British* Manufactures, and in Time prove a valuable Establishment to its Mother Country.

In the Year 1749, a Town was built in this Colony, and called *Hallifax*, in Honour of the Earl of *Hallifax*, the noble Patron of the Undertaking, who then presided at the Board of Trade. By the Goodness of its Harbour, and its convenient Situation for *British* Men of War to winter in, together with the Protection it affords to the Cod Fishery, this bids fair to be one of the most considerable Towns in *North-America*, notwithstanding its Northern Climate; being free from Ice the whole Winter.

The Number of Inhabitants is computed at 16,000, who carry on a considerable Trade in Furs and naval Stores, which, with their Fishery, and the internal Circulation by the Residence of a Governor and a Garrison consisting of three Regiments of regular Forces, renders it a very flourishing Place. *Annapolis*, a Town of less Note, is famous for its fine Bay in which a thousand Sail of Ships may ride at Anchor in Safety.



## GENERAL COMMERCE OF THE WORLD.

The Exports from *Great-Britain* to this Country, consist chiefly in Woolen and Linen Cloth, and other Articles of Clothing; Fishing-Tackle, and Rigging for Ships. The Imports, consisting of Timber, Furs, and Fish.

*Of the Islands of Cape Breton and St. John.*

THESE two Islands belonged to the *French*, but were taken from them in the Year 1758, by the *English* Fleet and Army commanded by Admiral *Boscawen* and General *Amberst*; and ceded to us by the following Treaty of 1763. The principal Advantage of these Islands is their Situation for the Cod Fishery, which throws the whole of that invaluable Trade into the Hands of the *English*, calculated by some at so large a Sum as eight hundred thousand Pounds *per Annum* Profit, employing at least 1500 Ships, exclusive of large Boats.

At the same Time these Islands were taken, the *French* Neutrals, as they were called, came from *Nova-Scotia* to our more Southern Settlements, by which that lately settled Colony is secured from Inroads both from them and the *Indians*.

## OF CANADA.

IN the Year 1759, General *Wolfe* and Admiral *Saunders* being sent with an Army and Fleet from *Great-Britain* to attack this very considerable Settlement of the *French*, their Arms were blessed with such Success that they made themselves Masters of the City of *Quebeck*, the Capital of that Country, situated on the River *St. Laurence*. At the same Time General *Amberst*, the Conqueror of *Louisburgh* the Year before, with Sir *William Johnson*, and a large Army of Regulars from *England*, Provincials, and *Indians*, marched against the *French* Settlements at *Crown Point*, *Ticonderoga*, and *Niagara*; the two first of which were abandoned on the Approach of General *Amberst*; but Winter coming on, prevented his proceeding to *Montreal*, and thereby making a Junction with General *Wolfe*. While this was doing, Sir *William Johnson* besieged *Niagara*; and an Army of *French* and *Indians* coming to raise the Siege, he entirely defeated them, on which the Place surrendered.—General *Forbes* marched with another Army to attack *Fort Duquesne* on the *Ohio*, which the *French* set on Fire and abandoned on his Approach. This finished the Operations in this Country for the Year 1759.

In the beginning of the following Year 1760, the *French* from *Montreal* attacked the new Conquest of *Quebeck*; but raised the Siege on the Arrival of the *English* Fleet, abandoning their Tents, Baggage, Artillery, &c. On the Approach of Summer, General *Amberst* proceeded with his Plan for the entire Conquest of this Country; and notwithstanding the Difficulty of bringing up Artillery and supplying an Army with Provisions at so considerable a Distance from the back Settlements of our Colonies, he arrived at *Montreal* in the Beginning of September, where he was joined by General *Murray* from *Quebeck*. The Day General *Murray* arrived, Articles of Capitulation were agreed on between General *Amberst* and the Marquis *Vaudreuil*, Commander in Chief of the *French* Troops in that Country, and Governor General of the Colony, for the Surrender not only of *Montreal*, but of all *Canada*; of which Country, with all its Dependencies, the IVth Article of the Treaty of Peace following, gave us the entire Property, and thereby secured our other Colonies from the continued Dread of the Inroads made by such troublesome Neighbours behind them.

This Country is of a prodigious Extent, and by its large Lakes and Rivers, formed for the greatest inland Navigation in the World. The *French* Inhabitants, who remain in the Country and enjoy their Estates, amount to near 100,000.

Since *Great-Britain* became possessed of *Canada*, her Commerce with that Country employs 34 Ships, and 400 Seamen. Their Exports, upon an Average of three Years, in Skins, Furs, Ginseng, Snake-Root, Capillaire, and Wheat, amount to 150,500*l*. Their Imports from *Great-Britain*, in a Variety of Articles, are computed at nearly the same. The Importance and Value of this improveable Trade is self-evident; for *Canada* supplies us with unmanufactured Materials, indispensably necessary in many Articles of our Commerce, and takes

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in Exchange the Manufactures of our own Country, or the Produce of our other Settlements in the *East* and *West-Indies*.

I have now done with our Settlements on the Continent, and shall next speak of our *American* Islands, equally beneficial to this Kingdom with the Establishments whose Trade I have just now described; and shall begin with those called the *Caribbee* or *Antilles*; and of these the principal is

## BARBADOES,

WHICH was primarily granted by King *Charles I.* on his coming to the Crown, to *James* Earl of *Carlisle*, who having sold some Parcels to several Adventurers, they transported themselves thither; and the first Improvement they attempted was planting Tobacco: but this not succeeding according to Expectation, they proceeded to try Cotton and Indigo, which afforded them much better Returns. But I find they made little or no Sugar till 1647, when the Colonels *Mordiford*, *Drax*, and *Walrond*, and several other Cavaliers, were induced, by their uneasy Situation in *England* under the Usurper, to convert their Estates into Money, and seek a quiet Refuge in this fertile Isle, carrying with them such Implements and Machines as were proper for Sugar-Works, which they intended to propagate, as seemingly the Commodity best adapted to the Soil, and in which Experience has proved they were not deceived; for it is said, that Colonel *Drax* in a few Years acquired an Estate of 7 or 8000*l.* per Annum, and married the then Proprietor's, the Earl of *Carlisle's*, Daughter.

The Increase of its Riches and Inhabitants was a Consequence of the Soil's Fertility, and a Reward of the Planters' Industry, and I believe is unparalleled by any Settlement, of any Nation whatsoever; as, in 1626, this Country was so far from being settled, that it was quite uninhabited, affording nothing for the Support of Life, and overgrown with Shrubs and Bushes, enough to discourage the Attempts of the first Planters to clear it; yet, in the Space of fifty Years, this Incumbrance was quite destroyed, and by an exact Calculation there were in the Island at this Period fifty thousand white People, of whom twenty thousand were able to bear Arms, and eighty thousand Negroes; a surprizing Populousness on so small a Spot, and in so short a Time! though it is probable the Inhabitants would still have increased, had not an epidemical Distemper among the Whites, begun in 1691, swept off such Numbers of them, that the Calamity has not been repaired to this Day; and it is supposed, that at present there are not above thirty thousand white People on the Island, and of *Negroes*, *Mulattoes*, and *Mestizo* Slaves, about an hundred thousand.

In 1661, this Island was purchased by King *Charles II.* of the Lord *Kinnoul*, Heir to the Earl of *Carlisle*, since which Time it has continued unalienated by the Crown: It lies in 13 Degrees of North Latitude, and 59 of Western Longitude, being about twenty-five Miles in Length, and fifteen in Breadth, very little bigger than the *Isle of Wight*, and supposed to contain, according to a round Computation, an hundred thousand Acres. The whole is so entirely planted with Canes, that even the common Necessaries are not cultivated or raised here; so that Corn, Flesh, and Fish, is for the most Part brought from the Northern Colonies, besides Fuel, and all Sorts of Staves and Boards.

*Bridge-Town*, or *St. Michael's*, is the only one of any Consequence in the Island, being situate in *Carlisle Bay*, and contains between ten and twelve hundred Houses, tolerably well built with Brick or Stone, defended by three Castles, and accommodated with good Wharfs and Keys, for landing and loading of Goods.

The Product of the Isle, as has already been remarked, is principally Sugar; though besides this, great Quantities of Rum are distilled from the *Melasses*, and it affords some Cotton, Indigo, Ginger, and Pimento; all which it returns us in Lieu of the Manufactures and Commodities it is so largely supplied with from hence, besides the Advantage arising from an Employ of Shipping, necessary to furnish them with the *Madeira* Wine they want; this being the principal Beverage of the Rich and Opulent in the *West-Indies*.

Of St. Christopher's, Nevis, or Mevis, and the other Caribbee Islands.

**T**HE first of these stands next in Regard to *Barbadoes*, being about seventy-five Miles in Circumference, and lies in the Latitude of  $17^{\circ} 25'$  on this Side the Line. The *English* and *French* both took Possession of it on the same Day, and in May, 1627, divided it between them, continuing in perfect Amity till the breaking out of the War, which destroyed the Harmony; and our Countrymen being more powerful than their Neighbours, drove them off the Premises, which by the Treaty of *Utrecht* were confirmed to the Crown of *Great-Britain*.

Their chief Product is Sugar, of which in a common Year they make about 10,000 Hogheads, but like the last mentioned Island, this also yields some Ginger, Indigo, and Cotton.

*Nevis*, or *Mevis*, was also settled by the same Persons, and within a Year of the same Time as *St. Kitt's*, was and is commonly the Residence of the Governor of these *Leeward* Islands; it is not above twenty Miles in Circuit, yet has maintained between 30 and 40,000 Whites and Blacks, and produces about 6000 Hogheads of Sugar.

*Montserrat* was begun planting with *Nevis*, and seems to be near a Circle of about three Leagues Diameter, more mountainous than any other of the *Antilles*, and yet so fruitful in the Vallies and Plains as to produce from 2500 to 3000 Hogheads of Sugar, besides some other of the Commodities before mentioned, natural to these Isles, and to support about 5000 white, and 12 or 14,000 black People\*.

*Barbuda* was as early settled as either of the two last-mentioned Isles, but being different in its Products, and having met with greater Interruptions in their Settlements, by frequent Incurfions from the *Caribbeans*, there are not to this Day 2000 People at most in the Island, though these are all white, as their sole Employ is Husbandry, for carrying on which themselves are sufficient without Slaves; they raise Corn and feed Cattle, with which they supply their Neighbours.

*Anguilla*, as it is falsely wrote, or *Snake Island*, as it is more falsely translated, is about ten Leagues long, and three broad, something Eel like, or Serpentine in its Shape, and also so level, that there is not a Mountain in it. The first Adventurers settled here in 1650, and finding this, like *Barbuda*, fitter for raising Corn and breeding Cattle, than other Productions, they brought their Stock with them, and might, undoubtedly, like the Inhabitants of that Island, have made a better Improvement in their Farming Business than they have done, had not Idleness lulled them into a slothful Neglect of the Means Providence had put into their Hands, of procuring a comfortable Subsistence; but they content themselves with a bare Sufficiency for Nature's Support, though not through the Instigation of any philosophic Principles, but as the Result of a confirmed Sloth or Laziness, which is as great as can be, and seems the Influence of the Air they breathe, as many from *Barbadoes*, and every other of the *Caribbee* Islands have been infected with it on their Arrival here; and it is carried to so high a Pitch, that they live in a more lawless Manner than even their Predecessors, the *Indians*, ever did, having neither Minister nor Magistrate among them; so little Sense or Notion have they of Government or Religion.

They hardly amount to a thousand People, and they have very little Sugar, and I believe no Cotton, Indigo, or Ginger among them.

*Antego*, or *Antigua*, is about sixty Miles in Circumference, and was granted by King *Charles* in 1663, to *Francis* Lord *Willoughby*, Governor of *Barbadoes*, on which he settled a Colony in about three Years Time; it however afterwards by some Means reverted to the Crown. Its principal Town is *St. John's*, the Residence of the Governor, and, of late Years, a Royal Dock-yard, and a considerable naval Establishment has been made there, which has greatly increased the Trade and Population of the Town and of the whole Island, which is supposed to contain 7000 Whites, and 30,000 Negroes, Slaves to the former. The Products of the Island for Exportation are Sugar, Ginger, Indigo, and Tobacco: The Soil in most Places is but indifferent, the Heats are greater than in *Barbadoes*, &c. and the Hurricanes more frequent and destructive.

\* *St. Christopher's*, *Nevis*, and *Montserrat*, by the Fortune of War, have fallen into the Hands of the *French* and remained in their Possession in 1782.

*Grenada* is about 30 Leagues from the *Northern* Point, and is produced, were it not for neutral four Governors.

*Dominica* is about twenty miles from the *French* Line of Peace in the late War, but stored by the *St. Vincent* twenty-four miles from *British* been at a considerable Sugar, and

**T**HIS ISLAND and for the *Atlantic* Ocean from seventy miles East of *Hippocampus* 140, and its Commodities more Cinnamon; there was want of knowledge of the requiring great and dies; and Knowledge of Pimento Growth, is of a fine of the many The Bark of *teranus*, and *gellan*, from *Francis* Dr. are several of great Plenty, vated in small for Dying: abounds in *Tamarind*, Copper-plate from the Sugar Cane, Quantity is *Christopher's* ascertain the rate that Century.

*Grenada* is 25 Leagues in Circumference, and has several good Bays and Harbours, some of which are fortified. It is situated in  $11^{\circ} 15'$  North Latitude, about 30 Leagues South West of *Barbadoes*. There are several small Islands that lie to the Northward of *Grenada*, called the *Grenadillas*, which, after being reduced, were all ceded to us by the late Peace of 1763; and with the three heretofore neutral Islands, *Dominica*, *St. Vincent*, and *Tobago*, constitute one of the four Governments of *British America*, to which *Grenada* gives Name.

*Dominica* has a central Situation between *Guadaloupe* and *Martinique*; it is about twenty-eight Miles in Length, and thirteen in Breadth. It was conquered from the French in the last War, and ceded to *Great-Britain* by the Treaty of Peace in 1763; but being so situated as to intercept the Communication with *Guadaloupe* and *Martinique* in Time of War, the French, early in the late War, before we were prepared for the Blow, recaptured it, but it was restored by the Treaty of Peace, in 1783.

*St. Vincent* and *Tobago*, Islands of inferior Consequence, the former about twenty-four Miles in Length, and eighteen in Breadth; and the latter, thirty-two in Length, and nine in Breadth, belonging to the *French*, being retaken from *Britain* in the late War, after the *British* Planters and Merchants had been at a considerable Expence in cultivating it; and not restored. Indigo, Coffee, Sugar, and Rum are the chief Products of all these Islands.

### Of JAMAICA.

THIS Island, one of the largest in *America*, is of an oval Form, near a hundred and forty Miles in Length, and about sixty in Breadth; it is situated in the *Atlantic* Ocean, between seventeen and eighteen Degrees of North Latitude, and from seventy-six to seventy-nine of Western Longitude, about twenty Leagues East of *Hispaniola*, and as many South from Cuba. Its Length is *English* Miles is 140, and its greatest Breadth 60. It is very fertile, and produces several Commodities more than any other of our Plantations do, as Cocoa, Pepper, and wild Cinnamon; of the first, however, there is a much less Quantity growing, than there was when the *Spaniards* were Masters of this Isle, proceeding from the Ignorance of the *English* in its Cultivation, it being of a very delicate Nature, and requiring great Care to shade and nurse it, otherwise it continues barren, pines, and dies; and notwithstanding every Precaution is practised, that has come to the Knowledge of our Countrymen, they cannot bring it to fructify as it formerly did; of Pimento there are great Quantities, which from its Form, and the Place of its Growth, is called *Jamaica* Pepper, and commonly here in *England* All-Spice; being of a fine high Flavour, and deservedly reckoned the best, and most temperate of the many aromattick Drugs brought to us, principally from the *East-Indies*. The Bark of the wild Cinnamon is commonly, though falsely, called Cortex Winteranus, and is sold here as such; but this latter is a Native of the Straits of *Magellan*, from whence it was first brought by Captain *Winter*, who accompanied Sir *Francis Drake* in his Voyage round the World. Besides these Commodities, there are several other Productions natural to *Jamaica*, as Cotton, which grows here in great Plenty, and finer than that of the *Caribbee* Islands; Tobacco, though cultivated in small Quantities, Abundance of Fustick, Redwood, Logwood, and others, for Dying; besides several Sorts of Wood that are sweet scented. The Island also abounds in Medicinal Herbs and Drugs; as Guaiacum, China, Sarsaparilla, Cassia, Tamarind, Vanillaes, Variety of Mistletoe, and several salutary Gums and Roots. — Copper Mines have been discovered here, of which Metal I have seen a Sample from thence very fine and good; but all these Products must give Place to the Sugar Cane, which has brought such immense Riches to the Inhabitants; and the Quantity is not only very great, but the Quality superiour even to that of *St. Christopher's* which is accounted the best in the *Leeward* Islands. It is difficult to ascertain the Number of the Inhabitants; but Computations lately made demonstrate that *Jamaica* is not so populous as it was at the Beginning of the present Century. We now reckon only about 25,000 Whites, and 90,000 Negroes, whereas



## GENERAL COMMERCE OF THE WORLD.

whereas at the former Period it was supposed to contain 70,000 Whites, and 120,000 Negroes. The Inhabitants are all supplied with Clothes, Furniture, &c. from *Great-Britain*.

The Exports of the Island consist of three principal Articles of native Growth: *Sugars* of which they export, after good Seasons, about 20,500 Hogsheds annually; estimated in *England* at near 425,000*l*. Most of this goes to *London*, *Bristol*, and *Glasgow*; and from the two former to *Ireland*, before the Restrictions on the Commerce of that Kingdom were removed: Some Part is likewise sent to *North-America*, and bartered for Staves, Planks, Pitch, Tar, and Provisions. *Rum*, of which they export about 4000 Puncheons. *Melasses*, with which they trade principally to *New-England*. *Cotton*, of which they export about 2000 Bags.

I cannot quit the Subject without mentioning another beneficial Commerce chiefly carried on from this Island, *viz.* that of cutting Logwood in the Bay of *Campeachy*, to which we have an undoubted Right; and this has been so clearly proved by many Authors, as to put the Matter beyond Dispute, notwithstanding the continued Depredations of the *Spaniards* on this Account, to the no small Detriment of those who are concerned in this Branch of Business, and consequently to this Nation in general, as no less than 14,135 Tons, 3*q.* 4*lb.* were imported in the Years 1713, 1714, 1715, and 1716; and were the Cutters properly protected, a Sufficiency might now be brought in for our own Use, and that of our Neighbours, without any Expence to the Government; and as this is not only clear Gain, but occasions the additional Benefit of employing a considerable Number of Ships, I think it challenges a suitable Regard, as from what I have here mentioned, it may reasonably be concluded, that the Profit accruing thereby, cannot be put at less than 100,000*l.* a Year.

## Of the Lucayos, or Bahama Islands.

THESE lie in the *Atlantic Ocean*, between 21°, and 27° of Northern Latitude, and from 73° to 81° of Western Longitude, taking their Names from one of them called *Babama*, which is situate in the Latitude of 26°. 30'. at the Distance of between twenty and thirty Leagues, say some, and 50 Leagues as others assert, from the Continent of *Florida*; but *Providence*, lying in the midst of them, has been pitched on as the Seat of Government, when any has been settled here.

These Islands were granted by King *Charles II.* to *George Duke of Albemarle*, and several other Noblemen, who ineffectually endeavoured to people them; for as soon as some Adventurers were got there, they were driven off by the *French* or *Spaniards*; and when this was not the Case, they contumaciously rose against their Governors, whom they either destroyed, or sent them away Prisoners, to the Dissolution of all Polity and their own Destruction; so that after several Settlements made, and successively destroyed, either by the Enemy or themselves, these Islands became a Refuge for Pirates, till 1718, when King *George I.* appointed a Governor, who once more established a Colony here, where there may now be between fifteen hundred and two thousand People; though the having a Force in these Parts, seems more the Motive to their Settling, than what is expected from their Products, for as yet these have been but trifling, consisting in a little Tobacco, Sugar, &c.

## Of the Bermudas, or Summer Islands.

THESE received their primitive Denomination from one *Bermudas* a *Spaniard*, their first Discoverer; and were afterwards called *Summer Islands*, from Sir *George Summers*, who was shipwrecked, and in another Voyage there resigned his Breath. They lie within the Limits of the Grant that was made to the *Virginia Company*, who sold them to an hundred and twenty Persons of their own Society, and these afterwards obtained a Charter from King *James*, which confirmed their Property. This new Company soon endeavoured to render their Land profitable, by the establishment of a Colony, and accordingly sent a Ship there with the first

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Adventurers in 1610, under the Direction of Mr. *Richard Moore*, who made them an excellent Governor, and soon put them in a Capacity to defend themselves, by building a handsome Town and strong Forts, and by his prudent Management he disappointed the *Spaniards* Attempts to land on, and conquer these Islands, in 1614. His first Settlement was upon a Plain in *St. George's Island*, where, from a Habitation of *Palmeto Leaves*, sprang up *St. George's Town*, one of the strongest and best built in our *American Colonies*.

This worthy Man was succeeded by Capt. *Daniel Tucker*, who being a Person of a superior Education to his Predecessor, and having seen more of the World, exerted his Talents in Favour of the Colony now put under his Care, and established a regular Form of Government, traced out Plantations, and obliged every one to build uniformly in the Town, and to plant regularly in the Country, so that a beautiful Symmetry was seen through the whole of their Improvements, and Pleasure was thus blended with Profit.

In 1619, this vigilant Governor quitted to another, who then arrived from *England* with four Ships and five hundred Planters, which were equalled in Number by those already settled there, so that the Colony began now to make a Figure; some Laws were settled, the Government directed to be, by Governor, Council, and Assembly, as in our other *American Plantations*, and Capt. *Tucker*, having before established a Militia, they were secured against the Attacks of any Enemy.

The Number of these Islands are uncertain, as by some they are reckoned to be three hundred, whilst others make them above five hundred. They lie in the Latitude of  $32^{\circ} 30'$  North, and in  $35^{\circ}$  of Western Longitude, a great Distance from the Continent, as the nearest Land, which is *Carolina*, lies at least two hundred and fifty leagues, as Mr. *Harris*, or four hundred and eighty Miles Mr. *Echard* says, to the West of them.

The Air is deemed extremely wholesome, and the Country vastly pleasant; the Soil is rich and fertile, inasmuch that *Indian Corn*, their chief support, is reaped twice here, between the Months of *March* and *December*, and all the Plants, Flowers, and Trees peculiar to the *West-Indies* grow here in great Perfection, as those transplanted from *Europe* do; and besides, among the Fruits, the Oranges here in every Respect exceed those either of the *East* or *West-Indies*, as among the Forest Trees the Cedar does for any Use or Purpose whatsoever, more particularly in Ships, so that the *Bermudas Sloops* are become famous, both for Service and Sailing.

*St. George's Town*, the Capital, has no less than seven Forts to defend it, though indeed the whole Coast, and the unknown Rocks, are natural Bulwarks to this Country, so that the Inhabitants live free from the Apprehensions of an Enemy, and as happy as a mild Government, and a delightful Country, can make them. It is true, that the pleasing Prospect of Riches has been the principal Attraction to the peopling of most of our other Colonies, though the settling these Isles was apparently from different Motives, as their Trade is very limited, and consequently the Opportunities of making a Fortune very rare; so that the greatest Inducement the State had to settle them, was to keep them from being possessed by any other Nation; but that arising to the Adventurers, was to secure to themselves a safe and quiet Retreat from the Cares and Tumults that the other Parts of the World laboured under, of which they had none here to ruffle and disturb them; so that many with this philosophick Disposition, and that could content themselves with the Pleasures and Plenty of the Country, retired here with their Fortunes, as others did to procure or preserve Health, and some few on Account of Religion.

Their Trade chiefly consists in Timber and Provisions, which they send to the other Parts of *America*, a small Quantity of Tobacco, and the building of Sloops, as before-mentioned; so that though it has for some Time been a very flourishing Colony, it is very little beneficial to the Mother Country, otherwise than by the Clothing and other Necessaries it takes from us, which cannot be inconsiderable, when the smallest Computation makes the Inhabitants to be in Number at least nine thousand.

## OF NEWFOUNDLAND.

OUR Right to this Island has already been incontestibly proved by several good Authors, so that any Advances towards it would be superfluous here. It lies between 47 and 50°. Northern Latitude, and is so far from being that cold and inhospitable Country that many have represented it, that St. John's and some other Places have been constantly inhabited for many Years past: It is very warm in the Summer, and though the Snows lie long in the Winter, most Sorts of European Fruits grow wild here; however, were there fewer in Number, and the Soil much worse than it is, the Advantages of our possessing it would still subsist, as these do not result from what grows here, but from the Fishery upon its Coasts and Banks, and the natural Consequences of it.

Mr. Parkhurst has given us an Account of its State in 1578, when he says, there were about fifty Sail of English, one hundred Sail of Spanish, besides twenty or thirty Sail of Biscayners, fifty of Portuguese, and a hundred and fifty French Ships, employed upon that Coast, so that the Fishery must have begun long before, to be at such a Height so early, and the Importance of it was quickly discovered by Queen Elizabeth's wife Ministry, and by them so encouraged, that towards the Close of her Reign, upwards of two hundred Sail of fishing Vessels were employed, and these navigated with more than eight thousand Seamen.

The Fishery has greatly increased since the sole Possession of it was confirmed to the Crown of Great-Britain; and we can have no better Proof of the astonishing Improvements, and of the national Benefits of this valuable Branch of our Commerce, than a comparative View of the different Statements of it given in at the Bar of the House of Commons in the Years 1775, and 1787. At the first Period, it appeared that four hundred Ships, whole burthen was not less than 36,000 Tons, 2,000 Shallops, burthen 20,000 Tons, and 20,000 Seamen, were employed in this Fishery; that 600,000 Quintals of Fish were annually taken, which, upon an Average of seven Years, were worth 14s. per Quintal, and together with the Value of other Articles, independent of Cod Fish, as Salmon, Cod Oil, Seal, and Furs, amounted annually to more than half a Million Sterling.

In 1787; the Report made to Parliament was, that since the Encouragement given to the Newfoundland Fishery, by the several Acts of Parliament already noticed, under the Head of Shipping, the French Fishery had considerably diminished; while the British had increased to such a Degree, that 732,000 Quintals of Fish had been taken by our People that Year; and that this Nursery for Seamen was annually increasing; as well as the Demand for the Articles from home, necessary for carrying it on, and for Consumption on the Spot, viz. Biscuit, Beef, Pork, Butter, Cheese, Linen and Woolen Cloths, Nets, Hooks, Lines, &c. These Considerations therefore determined the Legislature to continue all the Acts made of late Years for the Encouragement of this Fishery; particularly, that which authorises the Trade between the Ports of the United States of America, and the British Settlements at Newfoundland.

I now return to Europe, where I have only our Trade to the Baltick, and with the northern Countries to treat of; and as Russia stands foremost in Dignity, I shall give it the same Preference here, and begin with it.

*An Account of the Trade between GREAT-BRITAIN and RUSSIA, carried on by the RUSSIA Company.*

OUR Trade with the Russians is very considerable, and was always greatly encouraged by the British Government; but the flourishing State of our American Colonies would have reduced our Imports of Naval Stores from Russia, if the unhappy Revolt of the North-American Colonies had not taken place, which has again increased the Balance of Trade, which was always against us, with this Empire. The strong political Alliance which has taken Place between Great-Britain, and the Empress of Russia, CATHERINE II. likewise greatly contributed to advance her commercial Connections with us; but still the Improvements made

made in the little, of late Russia, particularly Towels, table

But the Trade expired in 1771, and was combined with the between the embarrassed

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made in the Linen Manufactures of Ireland and Scotland have contributed not a little, of late Years, to diminish our Demands for similar Manufactures from Russia, particularly in the Articles of Sail-Cloth, Sheeting, coarse Linen for Towels, table Linen, &c.

But the Treaty of Commerce with this Country, entered into for twenty Years, expired in 1786; and a Reluctance to renew it on the Part of the Emperour, combined with some Difficulties in the Arrangement of it; and a political Coolness between the two Courts, has hitherto prevented any new Treaty, and not a little embarrassed the Merchants of both Countries.

This Commerce is carried on by a Company, projected in the Reign of Edward VI. though not established by Patent, till the 6th of February, in the 1, and 2, of Philip and Mary, whereby was incorporated, *The Merchants Adventurers for the Discovery of Lands unknown, and not before frequented*, with Power that the said Fellowship should have the sole Trade to all the Main Lands, Isles, &c. of the Emperour of Russia; which Letters Patent were, by an Act of Parliament 8 Eliz. not printed, confirmed to the said Company, by the Name of *The Fellowship of English Merchants for Discovery of new Trades*, with an Exclusion of all other Subjects from this Trade, without the Consent of the Governor, Consuls, and Assistants; though by 10 and 11 Will. III. Cap. 6. Sect. 1. it is enacted, that every Subject of this Realm, desiring Admission into the said Fellowship, called the *Russia Company*, on Request to be made to the Governor, Consuls, and Assistants, or any three of them, shall be admitted into the said Fellowship, paying for such Admission 5*l*.

Any Person residing in any Out-Port, or other Place within this Realm, shall be admitted on the same Terms.

And it was since enacted, That from and after the 24th of June, 1741, any Persons free of the said Fellowship of *English Merchants for Discovery of new Trades*, commonly called the *Russia Company*, exclusive of all others, may import into this Kingdom, in *British-built Shipping*, navigated according to Law, from any Place belonging to *Russia*, raw Silk, or any other Commodities, of the Growth or Manufacture of *Persia*, provided such Manufacture be made of the Produce of *Persia*; being purchased by Barter, with Woollen or other Manufactures, exported from *Great-Britain to Russia*, and from thence carried into *Persia*, Gold and Silver in Coin or Bullion excepted, or with the Produce arising from the Sales of such Manufactures, so exported to *Russia*, and carried into *Persia*, upon paying or securing the Customs and other Duties now payable, by any Law now in Force, according to such Rules, and with such Drawback, and under such Penalties, as are by Law prescribed, on the Importation of the like Goods of the Growth, Produce, or Manufacture of *Persia*, imported into this Kingdom from any Place in the *Levant Seas*, by any Persons free of the *Levant or Turkey Company*; any Thing in the Act of 12 Car. II. to the contrary notwithstanding.

No Silk, or other Manufactures of *Persia*, shall be imported into *Great-Britain* P. 678. through *Russia*, by Virtue of this Act, unless the Importers take an Oath, or Affirmation, before the Collector, Customer, or Comptroller of his Majesty's Customs; at the Place of Importation; that, to the best of their Knowledge, the Silk, and other Manufactures of *Persia*, contained in their Entries, were truly purchased by Barter with Woollen, or other Manufactures, exported from *Great-Britain to Russia*, and from thence carried into *Persia*, not being Gold or Silver in Coin or Bullion, or with the Produce arising from the Sales of such Woollen, or other Manufactures exported as aforesaid: And in Default of taking such Oath or Affirmation, all the Manufactures of *Persia*, so imported from *Russia*, shall be liable to be forfeited, as if the same had been imported, contrary to the said Act of 12 Car. II.

This Act does not extend to the permitting the using or wearing in this Kingdom any wrought Silks, or other Commodities of the Manufacture of *Persia*, mentioned in the Act of 11 Will. III. which Act is hereby confirmed, &c.

Whereas soon after the Commencement of the aforesaid Act of 14 Geo. II. a very 25 Geo. II. beneficial Trade between *Great-Britain* and *Persia* through *Russia* was opened, P. 584. whereby great Quantities of raw Silk, and other Goods and Commodities of the Growth or Manufacture of *Persia*, were imported in Return for the Woollen and

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other Manufactures and Goods of *Great-Britain*, upon much easier and more advantageous Terms, than the same could have been otherwise procured; but the said Trade having been for some Time past interrupted, the Subjects of *Great-Britain* not having been of late permitted, to transport *British* Manufactures and Commodities into *Persia* through *Russia*, in Consequence whereof, the Importation of raw Silk, and other Commodities of *Persia* from *Russia*, hath been discontinued: And as it would be of great Advantage to the Trade of this Kingdom in general, as well as contribute to the Increase and Improvement of the Silk Manufactures in particular, if raw Silk of the Growth or Produce of *Persia*, purchased in *Russia*, were permitted to be imported from *Russia* in Return for Woollen and other Manufactures exported from *Great-Britain* to *Russia* although the same be not carried from thence into *Persia*, it is enacted, That from and after the 25th of December, 1750, all Persons free of the *Russia* Company, exclusive of all others, may import into this Kingdom from *Russia*, in *British* built Shipping, navigated according to Law, raw Silk of the Growth or Produce of *Persia*, which shall be purchased by Barter, with Woollen, or other Manufactures or Commodities exported from *Great-Britain* to *Russia*, although the same be not carried from thence into *Persia*, Gold and Silver in Coin or Bullion excepted, or with the Produce arising from the Sale of such Commodities, and not otherwise, upon paying the Customs and other Duties, &c.

No Silk of the Growth or Produce of *Persia* shall be imported from *Russia*, by Virtue of this Act, unless the Importer make Oath before the Collection &c. that it was purchased by Barter, &c.

This Act shall not deprive the *East-India* Company of any of the Powers and Privileges, &c. which belong to them, or which they might have enjoyed if this Act had not been made.

In Consequence of these Acts, the Company have something increased their Trade, and would undoubtedly have enlarged it more, had not the Troubles in *Persia* put a Stop to their Designs.

In Return, we import from thence, *extra* of the *Persian* Commodities, Pitch, Tar, Bees-Wax, *Russia* Leather, Skins, Furs, Pot Ashes, Iron, Copper, Hemp, Flax, Linens, and Linen Yarn, Linseed, Cavear, Sail-Cloth, &c.

And our Exports are, Woollens of various Sorts, Silks, Paper, Mercury, and Hard-wares, Arms, Powder, Brimstone, Lead, Tin, Pewter, Herrings, Incense, Copperas, White Lead, Dying Woods, Gold and Silver Thread, Lace, Sugar, Pepper, Tobacco, &c.

#### *Of the Trade between Great-Britain, Denmark, and Norway.*

THOUGH the *Danes* are Masters of one of the safest and finest Ports in *Europe*, I mean *Copenhagen*, yet their Trade has always been inconsiderable, comparatively with that of other Powers, as their Country affords but little towards carrying it on; however of this I shall have Occasion to speak when I come to treat of those Kingdoms; Our Exports there are but trifling, being reduced to a few Woollens, Paper, Drugs, Pepper, Tin, Herrings, &c. and as our Imports greatly exceed our Exports in Value, this must consequentially be a very losing Trade to us, and as such should have been dropped long ago; more especially as every Commodity we receive from thence, might be better furnished from our own Plantations, they consisting principally of Pitch, Tar, Fir, Timber, Deals, Masts, Yards, Spars, Baulks, some few Furs, Skins, &c.

#### *Of Great-Britain's Trade with Sweden.*

THIS is a more considerable, though not a more beneficial Commerce than the last mentioned, as the Balance is greatly against us, and might easily be remedied by the frequently proposed Means, of encouraging a Supply from our own *American* Settlements, as the Imports from thence are pretty near of the same Sort with those from *Denmark*, viz. Pitch, Tar, Hemp, Flax, Furs, Copper, and Iron; and they in Return take from us, Broad Cloth, fine Stuffs, and some other Woollens, wrought Iron, and Brass, Horological Works, Paper, Pepper, Tin, Herrings, Drugs, &c.

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#### *Of the Trade*

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*Of the Commerce between Great-Britain, Poland, and Prussia.*

THIS Trade is of no great Importance, nor varies much from the two last mentioned, though it is not so small as to be left out in a Work of this Nature, as it takes off pretty large Quantities of our Manufactures, though principally through the Medium of the *Dutch*: Poland has no other Ports than *Dantzick* and *Elbing*, from whence we import Naval Stores, as from *Denmark* and *Sweden*, with some Iron, Steel, Pot Ashes, Sturgeon, Linen, and Sail Cloth; and, in Return, send them several Sorts of Woollens, Herrings, Mercery, and Drapery; some Tobacco, Sugar, Rice, &c. as we do the *Stettiners* in *Prussia*, though from thence we receive but very little in Return. *Dantzick* also furnishes us with Spruce Beer, and Bees' Wax, as both this and *Stetin* do with East Country Plank.

*Of the Trade which Great-Britain carries on with the Austrian Netherlands.*

THIS is a very extensive and beneficial Commerce, as it takes off great Quantities of our Products and Manufactures.

We supply them with a vast Variety of Articles, the chief of which are *Yorkshire* Woollen Cloths, particularly White plains for Clothing their Military; *Norwich* Stuffs, *Manchester* Cottons, fine Worstead Stockings, Hard-ware of all Sorts, Paper-hangings, Crockery, Rock-Salt, Slates, Alum, Tin, Lead, and since the Port of *Ostend* has been made free, Household Furniture, Sadlery, Horses, &c. In fine, for the Extent of it, *Great-Britain* does not enjoy a more beneficial Branch of Commerce; the Returns being principally made in Specie.

Our Imports consist of Thread-Lace, a small Quantity of Damask Table Linen, Lawns, and other fine Linen, Rags for our Paper Mills, Apples, Potatoes, old Iron, and other trifling Articles.

This finishes my Account of the Trade of *Great-Britain*, which I have endeavoured to render as plain to my Readers as I possibly could in so limited a Space: And I proceed to give an Abstract of that carried on in *Ireland*, which I shall do in the same Manner as I have hitherto observed. Having displayed the Greatness of its Products and Manufactures; in a former Chapter, I have now to add an Account how they are disposed of.

## OF I R E L A N D.

THE Products of *Ireland*, as has been already shewn, are similar to those of *Great-Britain*; and it was always the Opinion of the best commercial Writers, that if the Restraints laid upon her Commerce by *British* Acts of Parliament should ever be taken off, their Manufactures would be equal in Quantity and Quality, if they did not rise to a Degree of Superiority from the Cheapness of Labour in *Ireland*. We have now seen these Restraints removed, and a new commercial System established, founded upon this Maxim, that the commercial Improvement of *Ireland* must, in the End, prove advantageous to *Great-Britain*.

At the Time of publishing the last Edition of our Work, the beneficial Effects of this striking Revolution in Commerce were but beginning to operate; and the Editor only foretold what has actually happened: Happily the constant Demand for this Book, by the Gentlemen of the Long Robe, and the Merchants and Traders of *Great-Britain*, *Ireland*, and *America*, has produced the present Edition, in which he is enabled from authentic Documents to state the prodigious Increase of the Commerce of *Ireland*, and the reciprocal Benefit that both Kingdoms have derived from those liberal Regulations made in Favour of *Ireland* by the *British* Legislature. And that the Contrast between former Times and the present may be more evident, he has judged it necessary to retain some of the old Estimates and Calculations.

The *Irish* possess the Principles of the Woollen Manufacture, viz. Wool, Fuller's Earth, &c. in as great a Degree of Perfection as we, and the Cheapness of their Living gives them vastly the Advantage in working them up, both in Respect of the Value of the Materials, and the Price of Labour; so that were not their Exports thus prohibited, their Commerce would greatly clash with our's, and



## GENERAL COMMERCE OF THE WORLD.

this Interference prove prejudicial to both; therefore to alleviate this seeming Hardship as far as a prudential Care of our own Trade will suffer, the *Irisb* are permitted, not only to introduce their Wool here, but to import their Yarn also, which they annually do to the Amount of forty thousand Packs; and though this Restriction undoubtedly contracts their Trade, and reduces it into a much narrower Compass than would otherwise Bound it, yet this being the only one they are burthened with of such a Nature, their foreign Trade is very considerable, notwithstanding it is confined to the mere Produce of their Land, and Linen-Looms; the first of these consist chiefly in Beef, Pork, Butter, Leather, Tallow, and Corn, and for the Dispatch of what is superfluous, and unconsumed at Home, they have different Channels, viz. to *Ireland*; they send Tallow and Leather in great Quantities; and Butter to *Holland*; *France* and the *British Colonies* take off large Parcels of their barrelled Beef, as these latter do now of their Linens, which are also permitted to be imported here Duty free, so that many Millions of Yards are annually brought in; they likewise send yearly good Store of Pilchards and Herrings to *Spain* and *Portugal*; so that their Exports are very great. However, to give the Reader a better Idea of them, we preserve some Extracts of the Imports and Exports from Mr. Dobbs's curious Calculations.\*

The following is an Abstract of the General Imports and Exports from 1710 to 1726, ending at *Lady-Day*.

Years.	Exports.			Imports.			Balance.			Contra Balance.		
	l.	s.	d.	l.	s.	d.	l.	s.	d.	l.	s.	d.
1710	712497	2	6 $\frac{1}{2}$	554247	12	4	158249	10	2 $\frac{1}{2}$			
1711	878237	4	10	670948	13	8 $\frac{1}{2}$	207288	11	2			
1712	889339	7	0 $\frac{1}{2}$	774420	12	6 $\frac{1}{2}$	114918	14	6 $\frac{1}{2}$			
1713	890437	5	3 $\frac{1}{2}$	659665	0	10 $\frac{1}{2}$	230772	4	5			
1714	1422227	7	5	1016122	13	7	406104	13	10			
1715	1529765	14	1 $\frac{1}{2}$	972688	9	11 $\frac{1}{2}$	557077	4	2 $\frac{1}{2}$			
1716	1255083	7	10 $\frac{1}{2}$	875565	19	11 $\frac{1}{2}$	379517	7	10 $\frac{1}{2}$			
1717	1180012	10	4	907160	10	10 $\frac{1}{2}$	272851	19	5 $\frac{1}{2}$			
1718	1115304	6	11 $\frac{1}{2}$	887758	16	6 $\frac{1}{2}$	227545	10	4 $\frac{1}{2}$			
1719	1038381	7	1 $\frac{1}{2}$	891678	5	6 $\frac{1}{2}$	146703	1	7			
1720	859581	5	1 $\frac{1}{2}$	683304	1	6 $\frac{1}{2}$	176217	3	7			
1721	986346	14	2	730558	10	9 $\frac{1}{2}$	255788	3	4 $\frac{1}{2}$			
1722	1074269	12	2 $\frac{1}{2}$	829307	17	2 $\frac{1}{2}$	244901	15	0			
1723	1090675	13	5 $\frac{1}{2}$	920802	11	6	169873	1	11 $\frac{1}{2}$			
1724	1053782	13	11 $\frac{1}{2}$	819761	13	3 $\frac{1}{2}$	234021	0	8 $\frac{1}{2}$			
1725	1026537	6	4	889832	18	5 $\frac{1}{2}$	136704	7	10 $\frac{1}{2}$			
1726	1617872	15	4 $\frac{1}{2}$	1030059	16	4 $\frac{1}{2}$				12187	1	0 $\frac{1}{2}$
	18020351	14	2	14114004	5	1	3906347	9	1	12187	1	0 $\frac{1}{2}$

The Average of the said Exports and Imports for Ten Years from 1730, to 1740, were as follows:—

	Exports	-	-	-	£. 1,019,809	3	2 $\frac{1}{2}$
	Imports	-	-	-	885,044	8	2
From 1740,	Exports	-	-	-	£. 1,485,110	18	3
to 1750.	Imports	-	-	-	1,123,373	1	8
From 1750,	Exports	-	-	-	£. 2,002,354	5	10 $\frac{1}{2}$
to 1760.	Imports	-	-	-	1,594,164	7	1 $\frac{1}{2}$
In the first Year of Peace	Imports	-	-	-	£. 3,005,002	0	0
ending March 25th,	Exports	-	-	-	2,907,499	0	0 $\frac{1}{2}$
1783.							

\* Essay on the Trade of Ireland, London 1729.

† See Observations on the Manufactures, Trade, and present State of Ireland; by John Lord Sleigh. London, 1785.

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I shall next subdivide their Exports and range them under their several Heads, viz. the Produce of Cattle and Sheep, of Grain, Fish, Linen, Rape; others not reducible to these Heads, as Iron, Wood, &c. and Goods re-exported; and of all these in their Order, commencing with an Abstract of their grazing Produce, and herein distinguishing between Sheep and other Cattle for eight Years, ending *Lady-Day*, 1727, and strike Mediums as I go along.

An Abstract of the Value of the Produce of Cattle and Sheep exported.

Years.	Produce of Cattle.			Years.	Produce of Sheep.		
	l.	s.	d.		l.	s.	d.
1719	530,830	16	7	1719	109,942	8	1
1720	445,946	10	3	1720	89,401	11	0
1721	485,699	13	5½	1721	135,196	11	1½
1722	506,337	6	10½	1722	162,476	3	4½
1723	502,962	14	10½	1723	187,284	3	4
1724	524,710	11	2½	1724	132,148	19	1½
1725	505,769	0	5½	1725	95,730	13	1½
1726	473,937	19	8½	1726	101,942	7	9
Total	3,976,194	13	5½	Total	1,014,122	12	11½
Med.	497,024	6	8	Med.	126,752	17	1
Medium of Cattle and Sheep				623,777 3 9			

We have no such Tables at present; and the Exportation of Sheep being long since prohibited, it will be to the full as satisfactory to state the general Increase of the Produce of live, and slaughtered Cattle: The three Species of which exported from *Ireland* are *Bullocks*, *Cows*, and *Hogs*; and to these we must add other Articles, as *Tallow*, *Hides*, *Butter*, *Cheese*, &c. comprehended under the Produce from Cattle.

The average Amount for five Years ending the 25th of *March*, 1782, was 1,293,858l. yearly; which is about one-third of the Value of eight Years, in the preceding table. And one Article alone will suffice to shew the prodigious Increase of the Trade of *Ireland* to *England* alone, since Provisions from that Kingdom were permitted by the *British* Legislature.

The Quantity of *Pork* imported into *England* alone for the Year ending 5th *January*, 1783, was 45,995 Barrels, which exceeds, according to *Lord Sheffield's* Calculations, the whole Export of *Pork* to all Parts of the World, from *Ireland*, twenty Years ago. The Article of *Butter* has increased nearly in the same Proportion.

The Produce of the Exports of Grain and Fish.

Years.	Grain.			Years.	Fish.		
	l.	s.	d.		l.	s.	d.
1719	56,145	0	11	1719	15,169	16	6
1720	44,253	2	4½	1720	13,669	10	9
1721	38,208	15	8½	1721	12,055	10	2½
1722	17,664	12	11½	1722	16,246	17	5
1723	42,154	3	8½	1723	11,313	12	10
1724	47,410	4	1	1724	15,713	9	7
1725	18,515	3	9	1725	17,544	10	0
1726	27,005	2	4½	1726	15,911	16	6
Total	291,356	5	10½	Total	117,625	3	9½
Med.	36,419	10	8½	Med.	14,703	2	11

For the Year 1783, the Exports of Grain to *England* alone amounted to 38,146l. With respect to the Fisheries, they have never been pursued with that

## GENERAL COMMERCE OF THE WORLD.

that Activity and Assiduity which might have been expected from the Situation of the Coasts. The Herring Fishery is the principal Branch; and it may suffice to mention, that *Ireland* exported for the *West-India* Trade alone in 1783, no less than 35,960 Barrels, the Value of which by far exceeds the Value of the Exports of all Kinds of Fish from *Ireland*, in Mr. *Dobbs's* Table for 1726.

The Produce of the *English* Linen.

Years.	Linen.		
	<i>l.</i>	<i>s.</i>	<i>d.</i>
1719	268,021	13	0
1720	214,217	13	6
1721	259,519	8	0
1722	312,964	12	0
1723	281,549	13	6
1724	275,573	9	10
1725	323,628	16	0
1726	342,295	0	9
Total	—	2,277,770	6 7
Med.	—	284,721	5 9½

The Exports in Linen Cloth to *England* alone, for 1783, amounted to 948,180*l.* 9*s.* 2*d.* being nearly three Times the Value of the Exports to all Nations for the Year 1726.

The Imports into *Ireland* from all Nations, at a Medium of seven Years, ending at *Lady-Day* 1727, amounted to 843,392*l.* And the Imports from *Great-Britain* alone, of the Growth and Manufacture of *Great-Britain*, on an Average of three Years, ending *March* 25th, 1783, amounted to 1,432,417*l.*

The Value of the Goods and Merchandize being the Growth, Product, or Manufacture of *Asia*, imported into *Great-Britain* by the *East-India* Company, and from thence imported into *Ireland*, for three Years, from 25th *March*, 1780, inclusive, to 25th *March*, 1783, inclusive, was, 1,056,050*l.* 21*s.* 0*d.* and consisting of the following Articles, Drugs, Spices of different Kinds, Rice, India Silks, Callicoes, Muslins, Salt-Petre, China, Raw Silks, Teas.

Thus stands the Trade between *England* and *Ireland*. I shall next consider the Commerce of *Ireland* with *Scotland* and the *Isle of Man*, annexing an Abstract of the *Irish* Exports and Imports, for the Term of eight Years, as follows:

Years.	Exports.			Imports.		
	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>
1719	13,690	19	0	37,868	19	3½
1720	10,352	4	4	27,706	18	4½
1721	11,256	15	2½	29,151	10	11½
1722	14,398	2	9½	27,468	14	10½
1723	23,578	5	8	33,497	2	4½
1724	21,250	0	3	31,003	0	1½
1725	10,023	12	4	38,938	0	3½
1726	9,384	2	0½	29,762	12	2½
Total	113,934	1	7½	255,396	19	6

The Exports to *Scotland* for the Year ending 25th *March*, 1783, amounted to 123,897*l.* } So that the Exports for that Year, exceeded the Value of the Imports to 171,670*l.* } of the Total of eight Years, in the preceding Table.

The Exports to *Scotland* and the *Isle of Man* consist of Oatmeal and other Grain, Beef and Kine, Horses, Hides, Butter, Cheese, Soap, Linen, and Mutton, with some other Articles, and Wine and Brandy.

The Imports from thence consist of Coals, Tobacco, Bark, Brandy, Barley, and

and Malt, and Herrings.

The following of Years, viz.

The Exports ending 25th *March* Value of any relations respecting be made out except other Articles, restrictions of no Goods and Manufacture exportation from create of this Balance Amount of the

The next page tends all the C to *Archangel*, t

The Exports tanned Hides, Gun Powder, a in Trade. The Seed, Sugar, H and Wood, the and other small

The next Trade and *Flanders*.

The Exports Salmon, raw H other Particular Battery, Brafs Earthen Ware, Iron, Bone-Lath, Starch, C Wooden Ware,

The next page that of *France*.

The Exports Hides, and T inferring. The Cork, Flints, bricks, Lawns Silk Manufactu

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and Malt, Groceries, Linen, and Kenting, Wine, Timber, Linen Yarn, and Herrings.

The following is an Abstract of the Exports to *America* for the same Number of Years, viz.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
1719	77,190	8	8½
1720	88,980	18	9
1721	68,404	3	2½
1722	74,344	9	6½
1723	82,806	6	9½
1724	96,825	8	10
1725	103,998	2	4½
1726	110,313	19	7½
Total	702,863	17	9½

The Exports to the Colonies remaining subject to *Great-Britain*, for the Year ending 25th *March*, 1783, amounted to 381,617*l.* 1*s.* 7*d.* which exceeds the Value of any three Years to *all America*, in the foregoing Table. The Calculations respecting the Trade of *Ireland* with the *United States of America* cannot be made out exact, on Account of the very considerable Imports in Tobacco and other Articles, since the Commerce of *Ireland* was liberated from the former Restrictions of not trading directly to the *American Colonies*; but receiving all Goods and Manufactures of the Growth and Product of those Colonies by Re-exportation from *Great-Britain*, in *British-built Ships*. But the prodigious Increase of this Branch of the Commerce of *Ireland*, may be readily conceived by the Amount of the preceding Article.

The next particular Trade to be considered is the *Eastland*, which comprehends all the Countries northward of *Holland*, upon the Continent, from *Embsen* to *Archangel*, the *Sound* and *Baltick* consequently included.

The Exports consist of Beef, Biscuit, Butter, Beer, Cheese, Grain, raw and tanned Hides, Oat-meal, Linen, Calves' Skins, Tallow, Malt, Salt, Pork, Soap, Gun Powder, and the Remainder is made up of several small Articles, not material in Trade. The Imports to *Ireland* consist of Bark, Copper Plates, Flax, and Seed, Sugar, Hemp, Iron, Lamp Black, Herrings, Train Oil, Tin Plates, Tar, and Wood, the Remainder being made up of Linen Yarn, Pot-Ash, Lattin Wire, and other small Things.

The next Trade to be examined in a Southward Progress, is that with *Holland* and *Flanders*.

The Exports thither chiefly consist of Beef, Biscuit, Butter, Candles, Feathers, Salmon, raw Hides, Pork, Rape Seed, Hogs' Lard, and Tallow, with several other Particulars not material; and the Imports from thence are Bark, Wheat, Battery, Brafs Shruff, Books unbound, Drugs, Madder, and other Dying Stuffs, Earthen Ware, Flax, Groceries, Geneva, Gunpowder, Inkles, Thread, Hemp, Iron, Bone-Lace, Cambricks, Hollands, Flax Seed, Linseed Oil, Paper, Pot-Ash, Starch, Garden Seeds, Silk Manufacture, Steel, Whalebone, *Rbenish* Wine, Wooden Ware, Iron, Lattin and Steel Wire.

The next particular Trade that falls regularly in our Way to be observed, is that of *France*.

The Exports consist of Beef in Barrels, Pork, Biscuit, Butter, Candles, raw Hides, and Tallow; the other Articles of small Value in Trade are not worth inserting. The Imports from thence are Wine, Brandy, Capers, Playing Cards, Cork, Flints, Gloves, Prunes, Succus Liqueur, Sugar, Iron and Iron Ware, Cambricks, Lawns, Train Oil, Olives, Copper-plate Printing Paper, Rezin, Salt, Silk Manufacture, Toys and Trinkets, Vinegar, Groceries, Wooden Ware.

Though the Exports for *France* cannot be ascertained to any Nicety from the Custom-house Books, as Merchants are not restrained in their Entries, for reporting their Goods for one Country when they are designed for another, as is frequently the Case in this Trade; for the Entries are made for that Kingdom, when

when the Merchandize is intended for *Hamburg, Bremen, or Holland*, and this with the View of evading Payment to the several *British* Light-houses in their Way to the said Places, towards whose Support all Ships pay in the first Port they put in at, and are charged with so many as they are benefited by in their Voyage; now if it appear, by their Cocket, that they are bound for these Ports, they pay towards the Maintenance of them all; but if for *France*, and they are supposed to be blown there out of their Way, they are charged for no more than they are presumed to receive Benefit from, and hereby elude the several Charges they must otherwise pay.

Mr. *Dobbs* makes several Allowances for an illicit Trade, &c. too long to be inserted here, and then concludes from the Premises, that *Ireland* loses by her Trade with *France*.

The last in Order, though the greatest Branch of the *Irish* Trade with Foreigners, is with *Spain, Portugal*, and the *Straits*, as these take off the major Part of any manufactured Commodities they export, except *Linen*.

The Exports to the afore-mentioned Countries are, Beef, Candles, Cheese, Barley, Wheat, Hake, Herrings, Salmon, Hair, raw Hides, Tanned ditto, Linen, Pork, Calf Skins, Starch, Tallow.

The Imports from them are Capers, Cork, Dying Stuffs, Sugar and Fruit, Oranges and Lemons, Iron, Oil, Salt, Silk Manufactures, Raw Silk, Thrown Silk undyed, Succus Liquor, Walnuts, Port Wine, *Spanish* Wine, Hoops, Cane, Reeds, and Plank, Wool.

The blameable Inaccuracy in the Custom-House Accounts in *Ireland*, the great Fluctuations in the Commerce of that Country, with the principal Kingdoms and States of *Europe*, and other Circumstances, render all Tables of the Amount of any particular Trade incorrect, especially as such Amount must be calculated by the Value in sterling Money, at which they are rated by the Piece, the Yard, the Pound, or the hundred Weight; for which Reason, we have followed our best modern Guide, *Lord Sheffield*, and from him give the following short Statement of the Amount of the general Trade of *Ireland*, with all the foreign Countries of *Europe*.

	£.	s.	d.
Total <i>Irish</i> Produce Exported to foreign Countries, on an Average of nine Years, ending March 25th, 1782,	345,118	10	9
Ditto, exported to ditto, in the Year ending March 25th, 1783.	384,222	19	3
Total Imports from foreign Countries on an Average of nine Years, ending March 25th, 1782,	605,117	4	0
Ditto from ditto, in the Year ending March 25th, 1783,	679,289	8	7

By the Imports so far exceeding the Exports, false Conclusions may be drawn, as they have been by Mr. *Dobbs*, and we are sorry to add, by our more intelligent commercial Writer, *Lord Sheffield*. Whenever the Imports from any Country exceed the Exports, they state the Balance of Trade to be against the Importer. No reasoning can be more fallacious, if the Article imported, as in the Case of *Ireland*, and forming such a Balance, consist of the first Materials for its principal Manufactures, to be wrought up to the highest State of Perfection, and to be so exported, with the Addition of the Labour of the Inhabitants, to other Countries, with a considerable Profit. For Instance, 6207 *cwt.* of Flax, and 11,415 *cwt.* of Hemp were imported into *Ireland* from the East Country in one Year, and contributed to raise the Value of the Imports above the Exports; and a Balance must have been paid to the East Country in Specie, or Bills of Exchange: This has been usually called a Loss; but the Sum so paid produces a Profit, beyond any derived from Barter, and is received back again, with Interest, in the Payments for the Linens manufactured by the *Irish* and exported to *Britain* alone. Without a large Quantity of Flax and Hemp in Store, this valuable Manufacture, the chief dependance of *Ireland* might stagnate; besides, a bad Season, or a prohibitory Law passed in the Country from whence you import your first Materials, may put a stop to it for a Time; therefore, in every

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Point of View the first Price of raw Materials is not to be taken as their real Value, nor a Payment made above the Value of the Goods exported, as a losing Trade, or Balance against the Country, so circumstanced.

We conclude this Account of the Trade of *Ireland* with observing that the Shipping of *Ireland* bears no Proportion to its increasing Commerce. The *English, Scotch, Danish, Dutch, French, Spanish, and Portuguese*, all have a considerable Share in the carrying Trade of *Ireland*.

### Of the Products, Manufactures, and Trade of FRANCE.

THE COMMERCE of this Kingdom bears a Proportion to the Number of its Inhabitants, and the Extensiveness of its Dominions; of which some Idea may be formed from the Calculations made of its annual Revenue, which is estimated at 25,000,000*l.* and the Number of its Inhabitants, by the latest Computations, appear to be about 25,000,000.

In treating of the Commerce of this Country, I shall observe the same Method that I have followed in my Description of *Great-Britain's*, that is, by acquainting my Reader with the Products and Manufactures of each Province, and then shew him how they are disposed of.

#### 1. The Isle of France.

THE Capital of which is *Paris*, where many Manufactures are carried on, and afterwards brought into Trade, of which some are exempt from the Jurisdiction of the public Companies of the City, and established by Royal Authority; such as the *Gobelins*, where as beautiful Tapestries are made as any in *Europe*; the *Savonnerie*, appropriated to the making of Carpets with a Mixture of Silk and Worstead, in Imitation of those brought from *Persia*, the Beauty of whose Colours they come up to, and greatly exceed them in the Figure. The Manufactures of Glasses, Cloths, Hangings, &c. besides which the Artificers here carry on all Manner of Trades that are practised in our Metropolis; though it is with Pleasure I can assert, not many of them with equal Perfection. Here, however, are made all Sorts of rich Silks, Brocades, &c. Stockings, Hats, and every other Requisite for Home Consumption and Trade; and almost all the small Towns, Villages, and Districts in the Neighbourhood of *Paris*, have some Fabrick particular to them; as *Madrid*, a Castle built by *Francis I.* in *Boulogn Wood*, famous for Stockings; *St. Cloud*, for Porcelaine, Earthen Ware, Glafs, and Tanneries; *Genetilly*, *Garges*, and *Antony*, are noted for Whitsterns; at *Ferté Gaucher* is a Manufactory of Serges; *Compeigne* affords Stockings, Socks, and Caps; as *Margny* does Cloths, Camlets, and Shags; at *Houdon* are made a considerable Quantity of Worstead Stockings; at *Dreux* is a Fabrick of coarse Cloth, and at *Châtres*, *Linat*, *Meulan*, *Sesanne*, *Poissy*, *Claye*, *Lusarcbe*, *Moret*, and *Dourdon*, large Parcels of Leather are tanned, and this last is famous for knit Stockings, and making Buff.

#### 2. The Province of Picardy.

THE natural Products which this Province furnishes to Trade are Corn, Hemp, and Wool; and its Manufactures, Woollens, Linens, Caps, Tapestry, and Soap. In Respect to the first, here is worked up five or six hundred thousand Pounds of Wool of the Country's Produce, and near as much more from *Germany, Holland, England, Spain*, and some other Parts of *France*, so that in the City of *Amiens* only are made about 120,800 Pieces of Stuffs, and 50,000 Pieces in the Neighbourhood, which are called foreign Stuffs, as they are made out of the City; and of the aforesaid Wool, the Camlet-makers alone take off 80,000*lb.*

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The Cities of the greatest Trade in *Picardy*, next to *Amiens*, are *Beauvais* and *Abbeville*; besides which there are many Villages and Towns, as *Tilloy*, *Fiersville*, *Najars*, *Beauchamps*, *Granvilliers*, *Feuguieres*, *Aumale*, *Anvoille*, *Glatigny*, and *Senlis*; in all which Places are only made Serges of many Sorts and Qualities, and what in *French* is called *Tiretaines*, which I take here to be meant a Linsey Woolsey; *Mouy* and *Crevecoeur* give a Name to some of the former made there, as *Tricot* and eleven Villages of its Jurisdiction does to other Kinds of Serges of their Fabrication.

The finest Woollen Thread spun in *Picardy* is that of *Amiens*, where the Spinning employs a great Number of Hands, and consumes a large Quantity of Wool both of the Country's Growth and *Spanish*, which is used for making of Caps and Cloths here, and in the Woollen Manufactures of *Paris*, *Elbeuf*, and *Rouen*. The Quantity of Hemp and Flax gathered in this Province is likewise very great, so that the Linen Trade here equals that of the Woollen; and *St. Quintin* is where the greatest Sales are transacted, which may amount to 40,000 Pieces in a common Year; after *St. Quintin* is *Peronne*, and then *Nesle*; the different Species made in these three Places being several Sorts of Cambricks, from ten to a hundred Livres a Piece, Lawns, Gauzes, Hollands, printed Calicoes, &c.

The Fabrick of soft Soap at *Amiens* is so considerable as to produce yearly ten thousand Quintals, and at *Beauvais* Tapestry is made, and in its Neighbourhood is carried on a large Business in Caps, Thread, and black Silk, Lace, Gimps, &c.

In *Amiens* are at least two thousand Looms constantly employed, and in its Neighbourhood eleven fulling Mills, turned by Water, whose Quality is not less excellent for Dyeing than it is for cleansing the Woollens, which of this Place alone sell for upwards of 1,600,000 Livres.—The Linens of *Pignigny*, *Oresmaux*, and *Flixcourt*, are better than those of *Amiens*, of which about two hundred Pieces are made and sold weekly.

Mr. *Savary* says, that the Cloths of *Abbeville* are so like to those of *England* and *Holland*, as to render a decision in Favour of either very difficult; but either their Fabricks are grown worse since his Time, the contrary of which I am very well assured of, or else he is guilty of a noted Partiality to his Countrymen; for though I will allow the Cloth that is made there to be good, yet the Yarn is neither so fine spun, nor so well and closely wove as here in *England*, neither will it wear so long, and much sooner grows bare and shabby; this Experience has taught me, as I have for many Years seen the Wear of them, and more than once examined many of the finest Pieces on the Spot: It is said here are about an hundred Looms, that employ upwards of fifteen hundred Spinners, besides as great a Number of Weavers, Cloth-Workers, Fullers, Dyers, and such like Artists, necessary to the perfecting the Cloths; and the Produce of them is computed to be at least five hundred thousand Livres yearly. Besides Cloth there is made at *Abbeville*, *Barragon* Serges, Druggets, &c. to the Amount of about an hundred thousand Livres, and of Stuffs made out of the City, though in its Neighbourhood, two hundred thousand Livres; and extra of these Commodities, many others are the Products of *Abbeville*, as Plush, Caffoy, Ticking, coarse Linen for Package, &c. to the Value of about 150,000 Livres.

*St. Quintin* has no Woollen Manufacture, though near 100,000lb. of Wool is collected in its District; it however has a large Fabrick of Linen, inasmuch, that forty thousand Pieces are made or sold here yearly, to the Value of 2,000,000 Livres; being Cambricks, Lawns, Hollands, and several other Sorts of Linens, which are likewise made in great Abundance in many Parts of this Province, whose Inhabitants are almost totally employed in the Linen and Woollen Way, as they have a large Share of the Materials in their own Territories, which produces them 524,000lb. of Wool, and Plenty of Flax of a very rich Quality.

## THE Proximal Products

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*Of the Products of Champagne and Soissons.*

**T**HE Proximity of these two Provinces, and the great Resemblance of their Products and Manufactures, have induced me to treat jointly of them. The Soil, both of the one and the other, is very fertile in all Sorts of Grain, more especially Wheat and Oats, and their Hills are covered with Vineyards that produce a most excellent Wine. Hemp and Flax are cultivated here in Plenty, of which are made various Sorts of Linen, and Threads employed in the Manufacturing of Lace. The Pastures are admirable for Grazing, as may be judged from the Support they give to sixteen or seventeen hundred thousand Sheep, which yield between three and four Million Pounds of Wool, besides a great Parcel of black Cattle; whose Hides afford a sufficient Employ to several Tanneries; and, in fine, their Rivers and Brooks set to Work many Forges for working Iron, hammering Copper, and milling Paper.

The Territories of *Reims* or *Mazarin* are in many Parts unfit for Corn, and this Sterility has put the Inhabitants on a Method of gaining a Livelihood, which I could not omit mentioning for the Uncommonness of it, and that is the fattening Oxen with Loaves, composed with Rape Oil, which Seed they gather here in plenty; but the principal Product of these Provinces is the Wine, for which they are justly so famous, and of which the best is found at *Reims*, *Sillery*, *Hautvilliers*, corruptly called *Ovill*, in the Valley of *Pierry*, and the District of *Ay*, though there are many good ones of a second Quality at *Oxmercy*, *Cbatillon*, and *Vertus-Dormans* in *Champagne*, and *Guichy*, *Pargnant*, and *Coucy* in the *Soissonois*. The Number of the Woollen Manufactories established in these Provinces is almost incredible; at *Reims* they make Cloths like those of *Berry*, and various Sorts of Stuffs, both here and at *Rhetel*, *Chateau*, *Portion*, *Mezieres*, *Donchery*, *Mouzon*, *Fismes*, *St. Menesbould*, *Sommepy*, *Ville-en-Tartenois Soissons*, *Chateau-Thierry*, *Charly*, *Obaye*, *St. Martin-Dabo*, *Bar-sur-Aube*, *Ferre-en-Tartenois*, *Neully*, and *St. Fond-Sedan* is noted for making and Dying the finest black Cloths, as also large Parcels of Cloth and other Serges: At *Bouts*, *Pertes*, and *Jeirville*, only white Estamines are made; at *Montcornet* are made Sattins, Cloth, Serges, &c. as they are at *Vervins*, *Fontaine*, and *Ploumure*, with some ordinary Cloths: At *Montineral*, *Langres*, *St. Just*, *Anglure*, *Sezanne*, *la Ferte Gaucher*, and *la Ferte Sous-Jouars*, the Fabricks are of Cloths, made all of *Spanish Wool*; in fine, *Brienne*, *Chalons*, *Vitry*, *Chaumont*, and *Dienville*, make several Sorts of Stuffs and Serges, besides some Cloths.

Linens, whether Flaxen or Hempen, are no inconsiderable Products of these Parts, as the Manufactories of them are dispersed through both Provinces, though the principal one is at *Guise*; however, between this Place, *Vervins*, and *Noyon*, there are thirty-four Villages, where no other Linens are made than those of the finest Flax, called *Batejes*, or *Cambricks*. At *Reims*, and almost all the above-mentioned Places for Woollen Fabricks, there are also established some for Linen, which with those of Hats, Caps, Lace, &c. are very considerable, and furnish a great Value to the general Commerce of *France*.

4. *Of the Lyonnois Forest, and Beaujolois.*

**V**ERY little Silk is gathered in the first of these Districts, and yet *Lyons* is one of the Cities, where the greatest Commerce in this rich Merchandize is carried on. All the Silks brought in from the *Levant*, *Persia*, *Messina*, *Italy*, *Spain*, &c. for the Use of *France*, ought to be carried to *Lyons*, as to a Staple, and from thence sent to *Paris*, *Tours*, and the other Silk Manufactories of the Kingdom.

The Products of these three Provinces for Trade, are 1. Hemp. 2. Wine. 3. Vitriol, Saffron, and Copperas. 4. Coals, which are consumed in the manufacturing Arms, and other Works of Iron.

The Fabricks are principally of Silk, and of the Materials necessary to its Perfection, of which that carried on at *Lyons* has for many Years past been the most considerable not only in *France*, but in any other Part of *Europe*. Mr. Sa-

vary says, that there is yearly employed of Silk, Gold, and Silver in this Manufacture, to the Amount of eleven Millions of Livres; that the Preparation of these Materials to fit them for Use, and their Working up, arises to better than three Millions; the Sales made of them, to above three Millions more; and that of the seventeen Millions, which these three Sums amount to, Foreigners pay near One-third, in Time of Peace, when Trade flourishes.

This might be very true when Mr. Savary wrote, but the Weaving and Dying Arts are since brought to so great a Perfection in many Parts, more especially among us, that large Deductions must be made from the preceding Calculations, and the Balances considerably altered from what they were then, to what they are now.

The *Lyonnois* Manufacture is not confined to any two or three different Sorts of Silks, but is general, producing Gold and Silver Brocades, and rich ones without either of these Metals, Damasks, Sattins, Velvets, Mohairs, Taffeties, and almost every other Species made elsewhere. The fine-drawing, and making the Gold and Silver Thread, our Author says, employs a thousand Marks of Gold, and five Million Livres of Silver yearly; and here are also made some Fustians, Dimities, and a considerable Trade carried on in the Bookselling Way. Other Parts of these Provinces are noted for their different Products, as *St. Etienne* and *St. Chaumont*, for Hardware and Ribbons, *Rocbe* for Cheese, *Beaujolais* for Linens, and various Sorts of Paper, made in many Parts of them, which altogether render these Parts very considerable in the commercial Way.

#### 5. OF MONTAUBAN.

IN this Province are collected from twelve to fifteen hundred Quintals of different Sorts of Wool, which, jointly with large Parcels from abroad, are worked up by the Inhabitants into various Sorts of Stuffs and Cloths, making in all about sixty thousand Pieces. At *Montauban* and *Cabors* are made several Sorts of Serges and corded Stuffs. At *Gourdon*, *LeTourre*, *Realville*, *Vicqjensac*, *Aucbe*, *Mauvezin*, *Mur-de-Barras*, *Espalion*, *Foix*, *Pamiers*, *Milland*, *St. Giron*, *Tarascou*, *Carlat*, *St. Gaudans*, *Apech*, *Gimou*, *Montrejan*, *Montpezat*, and *la Caussade*, are made Druggets, Serges, Crapes, and coarse Cloths, as they are at *Beaumont de Lernaige*, *St. Clair de Lomagne*, *Villefranche*, *Cramares*, *St. Aularis*, and many other Places; and also at some few of them are made Barragons and fine Stuffs. At *Montauban*, *Gourdon*, and *Jouillat*, there are Manufactories of Hats; and, at this latter, several Tanners. Stockings and Caps are made at *St. Clair de Lomagne*, *Pamiers*, *St. Giron*, *Montrejan* and *Mirande*. Hempen Linen at *Gourdon*, *Villefranche*, *St. Clair de Lomagne*, and *St. Antonin*; Paper at this last and *St. Giroul*, and Tickings at *St. Clair de Lomagne*. The greatest Number of Forges are on the Side of *Tarascou*, which are twenty-seven in Number. At *St. Giroul* there are four, and some Hammers for beating Copper. At *Foix* there are three Hammers, and in the Neighbourhood of *Villefranche* are several Hammers and Forges, all which, joined to the Fabricks before-mentioned, employ a great Number of Hands, and occasion a Currency of large Sums of Money.

#### 6. OF GUIENNE.

THIS rich Province furnishes Trade with large Quantities of Wine and Brandy, Vinegar, Prunes, Refin, Chestnuts, Oil, Iron, and Copper, wrought and unwrought, a great deal of Paper, and a middling Quantity of Hemp; there are in the Neighbourhood of *Perigeux*, thirty-nine Forges for Cannons, and other large Works of Iron; there are also many others near *Dax*, and several Hammers for Copper at *Bergerac*, *Orteix*, and *Nerac*. On the Side of *Oleron* are four Paper Mills, and in the Neighbourhood of *Bergerac* and *Castel Jaloux* seven others. A large Quantity of Hemp is cultivated at the two *Tonneins*, and in some other Places along the *Garonne* and the *Lot*; but all the Fabricks are but trifling, when compared with the Crops of Wine and Brandy, the staple Commodities of these Parts; inasmuch, that in all this Province not above seventy-five thousand Pounds of Wool are thorn, and it is with these, and

a few from *Poitou*, *Mont-de-Pons*, some *Marmande*, *Hat* at *Rolls*, *Thre*

THESE two are very different, the one yields a sufficient whilst the Limb those bad, hardly for Bread to nourish. Both the one Fabrick is in great. The Manufacture ever, there are a *mages*, *Angoulême*, *St. Leonard*, *Bordeaux*. The Saffron of Trade; for, although it is sold at *Bordeaux* chiefly at the *Fair*

GRAIN, WINE, and their Manufacture; the Inhabitants to Horfes and Mul best Studs of H of which there are. At *Partinay*, stricts, are made Chamois is prepared at *Cbatelle* 25,000lb. of from *Spain* about annually made;

THE Products are Salt, Vinegar, and their Manufacture of Sugar are refined of *Rbe*, 18,000 famous for the reigners. *Oleron* yield near Brandy distilled stricts. *Angoulême* and Iron, this *Cbapple*, *Bordeaux* *Peuillade*.

a few from *Poitou*, that all their Woolen Goods are made, viz. at *Bordeaux*, *Bazas*, *Mont-de-Marsan*, and *Nay*, thick Blankets; at *Yousfac*, coarse Cloths; at *Ponts*, some Estaminas; at *Baniers*, the Stuffs called Cardillats; at *Paw* and *Marmande*, Hats; at *Cadillac*, *Nerac*, and *Villeneuve d' Agenois*, Stockings; and at *Rolle*, Thread, Fringe, and Tickins.

7. Of Limosin and L'Angoumois.

THESE two Provinces, though under one Direction or Receipt of Custom, are very different in the Nature of their Soil and Products; the *Angoumois* yields a sufficient Quantity of Wheat, Wine, and all Sorts of excellent Fruits; whilst the *Limosin* on the contrary is cold and steril, has but few Wines and those bad, hardly any Wheat, so that Rye, Barley, and Chestnuts commonly serve for Bread to nourish the Inhabitants.

Both the one and the other Province have a great Number of Paper Mills, whose Fabrick is in great Repute for the Press, though very little for Writing.

The Manufactures for Woolen Stuffs are very trifling in this Province; however, there are a few Stuffs, Serges, Estaminas, coarse Cloths, &c. made at *Limoges*, *Angouleme*, *St. John d' Angely*, *Nerac*, *Rocbefaucalt*, *Sentereune*, *Cognac*, *St. Leonard*, *Brievet*, and at *Tulle*.

The Saffron cultivated in the *Angoumois*, is no small Object of the Country's Trade; for, although it is not so good as that of the *Gastinois*, a great Quantity of it is sold at *Bordeaux* to Foreigners; and the bringing up of Horses for Sale, chiefly at the Fair of *Chassus*, closes the Commerce of these Provinces.

8. Of POITOU.

GRAIN, Wine, Chestnuts, Hemp, and Wool, are the Products of this Province; the Meadows, whose Herbage is an excellent Pasture, enable the Inhabitants to raise and feed a great Number of large and small Cattle, of Horses and Mules, with which they carry on a very considerable Trade. The best Studs of Horses are in the twelve Parishes called the Wood of *Eftas*, in four of which there are Salt Marshes.

At *Partinay*, *Niort*, *Fontenoy*, *Thouars*, and many other Places of their Districts, are made Cloths, Druggets, Serges, and Linsey Woolseys; at *Niort* also Chamois is prepared; Woolen Stockings and Caps at *St. Maixant*, and Hardware at *Chatellerault*.

25,000lb. of Wool is gathered in this Province, besides which there is brought from *Spain* about 600,000lb. of which, from 20 to 30,000 Pieces of Stuffs are annually made; and here are only three Forges of Iron, and two Paper Mills.

9. Of Rochelle, Aunis, Saintonge, &c.

THE Products of the Provinces and Country that compose this Receivership, are Salt, Wine, Brandy, and Hemp, besides a Number of excellent Horses; and their Manufactures are of Linen, principally at *Barbezieux*. Great Quantities of Sugar are refined at *Rochelle*, and about 34,000 Muids of Salt gathered in the Isle of *Ré*; 18,000 Ton of Wine, and 10,000 Barrels of Brandy. This Island is also famous for the Anniseed Water made here, not only among the *French*, but Foreigners. *Oleron* produces about 4,000 Barrels of Brandy, and the Sands of *Olonne* yield near 20,000 Muids of Salt: Vast Quantities of Wine are gathered, and Brandy distilled, at *Rochfort*, *Charente*, *Aigre*, *Xaintes*, *Cognac*, and their Districts. *Angouleme* affords four Sorts of Merchandize, viz. Brandy, Pepper, Saffron, and Iron, this last having Forges for it at *Perigord*, *Aubarocbe*, *Rudeau*, the *Chapple*, *Bourequoil*, *New Forge*, *Jomeliets*, the *Angoumois*, *Planchemenier*, and *Peuillade*.



## 10. Of ORLEANS.

THE Wines that are made in very great Quantities in this Province, amounting to 100,000 Tons, are the principal Part of its Products, and it is said, that *Blois* and *Beaugency* do not furnish less: It is likewise very fertile in Corn, and not entirely barren in Manufactures, as at *Orleans*, *Dourdan*, *Gien*, *Blois*, *Chartres*, and some other Places, subject to this Generality, are made all Sorts of Woolen Stockings, both wove and knit, and at *Dourdan* many are made of Silk; at *Orleans* also are wove Caps, as Cloths are at *St. Genoux*, *Clamecy*, *Cbatillon-sur-Loing*, and *Montargis*; various Sorts of Stuffs, different Species of Serges, Crape, Capuchin Cloths, Bays, Linsey Woolsey, Estaminas, &c. are made at *Beaugency*, *Blois*, *Vendome*, *Pierre-Fitte*, *Montoir*, *Salbry*, *Souffme*, *Nouau-le-Fuzelier*, *Vezou*, *Jergeau*, *Chartres*, *St. Fargeau*, *Brou*, *St. Agnan*, *Cbateau-Neuf*, *Brincent*, *Sully*, *La Charité*, *Petiviers*, *Pongoin*, *Cbaudun*, *Bazoches*, *Illiers*, and *Antben*. This Province has several Fabricks of Hats, though the principal ones are at *Orleans*, *Vendome*, *La Charité*, and *Blois*; at all which Places there are likewise considerable Tanneries; and in the Neighbourhood of *La Charité*, are twelve Forges, and three Furnaces for Iron. The *Beauvise* and *Vendomois*, produce a great Quantity of Wheat and other Grain, as most other Districts of this Receivership do: In this Province, upwards of 200,000lb. of Wool are manufactured into about 25,000 Pieces of Cloth and other Stuffs, most of it the Growth of the Country.

## 11. Of Touraine, Anjou, Maine, and Perche.

THE principal Manufactures established in this fruitful and pleasant Part of France, are comprised in the silken, woolen, and tanning Commodities. The first has its establishment in *Tours*, the Capital of the Province of *Touraine*, where are made all Sorts of fine Silks, as Velvets, Mohair, Serges, Brocades, Sattins, Tafeties, &c. in which formerly were worked up 2,400 Bales of Silk, though at present three or four is more than sufficient; and the same Decadence that has happened in this Manufacture, has occurred in the Woolen, as this hardly employs fifteen or twenty Looms now, that occupied two hundred and fifty before; in those that still subsist, are *Amboise*, *Cbinon*, *Richieu*, *Loudun*, *Loches*, *Beauvieu*, *St. Christophe*, *St. Pater*, *Laval*, *Beaumont*, *la Roue*, *Roziers*, *Montreuil*, *Villebon*, *Orbigny*, *Reugny*, *Cbateau-Renault*, *Newville*, *Pontpierre*, *Maray*, *Neufay*, *Lajant*, and *Montricard*, are made much the same Sorts of Stuffs and Cloths, as in the last mentioned Province. Few Hides are now tanned here, in Comparison with the great Quantity that used to be formerly. The natural Products of these Parts, consist in Wines, Brandies, Saltpetre, and such Abundance of Fruit raised, and afterwards preserved by the Natives, as has drawn on this Province the Appellation of the Garden of France. In the Parishes of *Parcenay*, *Abillon*, *St. Mars*, and *Mettray*, are Quarries of Millstones; and near the Abbey of *Noyers*, a Copper Mine was discovered in the latter End of the last Century. About 7000 Pieces of Cloths, Serges, Druggets, Linsey Woolseys, and other Stuffs, are made in this District of *Touraine*, besides some Caps, Hats, and Stockings; in that of *Anjou* are gathered Wines, Flax, and Hemp, of which large Quantities of Thread and Linen are made; the Quarries of Slate, Iron, and Coal Mines, the Whitteries for Linen and Wax, the Refineries of Saltpetre and Sugar, the Forges and Glashouses, with the Manufacture of Estaminas and Druggets of various Sorts, make up the Commerce of this Province; of these latter about 4000 Pieces are made yearly at *Angers*, *Chateau-Gontiers*, *la Fleche*, *Beauge*, *Saumur*, *le Lude*, *Dove*, *Montreuil*, *Belloy*, *Beaufort*, and *Durtal*, besides some Hats, Caps, &c. In the Territory of *Maine*, about 5,300 Pieces of the aforesaid Woolens are made, though the principal Manufacture of this Province is Linen, for which it produces the Materials in vast Plenty, and there has been seen 20,000 People employed at once in the several Branches of it: Here are also some Glashouses, Iron Mines, &c. and large Quarries of a middling Sort of Marble. The Manufactures of the small Province of *Perche*, are Linen Stuffs and Paper, of which the first is the most considerable; they have also here some Forges of Iron, and carry on some Trade in the Grazing Way.

THE Sheep for Trade occasion a tolerable The finest Wool of which are made Serges, Druggets, Selles, Aubigny, St. Benoist-du-S, La Chappelle-de, Neuvy-St.-Sepu, Blancfort, and

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## 12. Of BERRY.

THE Sheep and Wool of this Province are the principal Materials it furnishes for Trade; its Corn, Iron, Hemp, Nut Oil, Wines and Wood, would also occasion a tolerable good Traffick, had they navigable Rivers to carry them off. The finest Wool is sold for *Roüen*, and only the inferior Sorts worked up here, of which are made the coarse Cloths, called *Drab de Berry*, and some ordinary *Serges*, *Druggets*, *Linsey Woolsey*, &c. at *Bourges*, *Iffoudun*, *Chateauroux*, *Vierzon*, *Selles*, *Aubigny*, *St. Amant*, *la Chastres*, *Castillon*, *Mebun*, *Aubigni*, *Dun-le-Roi*, *St. Benoist-du-Salt*, *Buzancois*, *Leueroix*, *St. Savin*, *Sancerre*, *Linieres*, *Leret*, *La Chappelle-danguillon*, *Aisne-le-Chateau*, *St. Guatier*, *Fory-le-Pre*, *Argenton*, *Navy-St.-Sepulchre*, *Argent*, *Valençay*, *Cineomet*, *Baugy*, *Sancergues*, *Les Aix*, *Blancafort*, and *Enrichement*, in all from 47 to 48,000 Pieces.

## 13. Of MOULINS.

THE Manufactures and Fabricks of this Province, which contains the *Bourbonnois*, *Nivernois*, and the upper Part of *Auvergne*, are the Forges and Foundries, where Cannon, Anchors, and such large Works of Iron are made; the Manufactures of Tin, Earthen Ware, and Glafs; the Smalt Works, those of Cutlery and other Hardware, the Fabrick of Tapestry and Cloth; and the natural Products consist in Wine, Hemp, Iron, and Steel Mines, Coal, Cattle, Fish, Chestnuts, and Cheese. The whole Province feeds such a Quantity of Cattle, as exceeds Imagination; and it is surprizing to see how many Beeves and Sheep are every Year extracted from it for all Parts (even in Time of War) for *Flanders*, *Germany*, and *Italy*: Here are also, in an Acorn Season, large Herds of Swine fattened; and in Return of Manufactures, the Iron, Steel, Iron Plates, and Tin, are melted, run, and formed into several different Works, almost in all the Forges, built on the little River of *Nievre*, which falls into the *Loire*, under the Bridges of *Nevers*, and which before joining it, gives Movement to the Bellows, Hammers, and other Machines of above fifty Forges.

The Cutlery, and other Hardware, is made at *Bourbon* and *Nevers*, and in this last is also made some Earthen Ware, and some Works of Enamel. At *Aubusson*, and *Feuilletin*, there are Manufactures of an ordinary Tapestry; and at *Moulins*, *St. Pourçain*, *Montluçon*, *Aerisson*, *Decize*, *Cercy-la-Tour*, *Moulins-Engilbert*, and *Nevers*, are made some coarse Cloths and Woolens, though by far the fewest in this Province of any in *France*: This Receivership produces in Wood, from the *Nivernois*, *Bourbonnois*, and more especially from *Morvant*, about the Value of 400,000 Livres yearly; Coal from the Vicinage of *Decize*, to the Import of 120,000 Livres; Fish 300,000 Livres; Hogs, in an Acorn Year, 300,000 Livres; Corn, Hemp, Wine, and Cattle, 500,000 Livres; Iron 300,000 Livres; Tin 50,000 Livres; Earthen Ware and Glafs 200,000 Livres; Cutlery and other Hardware, with some Enamel, 150,000 Livres; and Tapestry, Nut Oil, &c. to at least 150,000 Livres. The Products of Wool, and the Manufactures of Linen, I pass unnoticed, as these are all consumed on the Spot, as indeed most of the Cloths and Stuffs are.

## 14. Of AUVERGNE.

THIS Province is commonly divided into High and Low, and the Products of each are as different as their Situation; the first is mountainous, as the Distinction seems to speak it, and productive of nothing but Food for Cattle, of which here is bred a surprizing Quantity; and the Low Lands abound in Corn, Wine, Hemp, and Walnuts; their Meadows are delightful, and so fertile, that those in the Neighbourhood of *Riom* and *Clermont*, are mowed three Times a Year, and the Lands in general never lie idle, or at most are not fallowed above one Year in twenty.

There

There are several Sorts of Manufactures in the *Auvergnois*, and almost all the different Species fabricated are of a very good Quality, but more especially the Paper, which is excellent, made chiefly at *Ambret*, and about *Thiers* and *Clermont*. The Manufactures of Estaminas, Woollen Camlets, and other Stuffs, are at *Ambret*, *Culbac*, *Oliergue*, *Sanxillanges*, and *St. Flour*, making in all about 10,000 Pieces. Laces are made at *Aurillac*, to the annual Value of 200,000 Livres, though formerly they produced near 800,000, and there are some made at *Muret*, *la Chapelle-Dieu*, *Alarobe*, and *Vincelles*. The Hardware of *Thiers* and its Neighbourhood, affords Subsistence to above 5,000 Families, and Cards for Play are made here and at *Ambret*. The Tanneries of *Clermont*, *Riom*, *St. Flour*, *Maringuet*, *Anjoy*, *Claudes-Aigues*, &c. are very considerable, as the Dairies near *Aurillac*, *Morlac*, *Volers*, *Beze*, *la Tours*, and *Ardes*, are in Cheese: Many fine Mules and good Horses are bred in the Studs of this Province, which, besides the foregoing Particulars, produces Masts for Ships, and Wood for Carpentry, Coals, Fruit, Wax, Glue, Tallow, Butter, Linen, Hemp, and Nut Oil.

### 15. OF NORMANDY.

TO treat of this large and rich Province with due Regularity, I shall do it according to its customary Division, into the three Districts of *Rouen*, *Alençon*, and *Caën*.

The former produces Corn, Cider, Cattle, Hemp, and Flax, and besides has some Fisheries at *Dieppe*, *Honfleur*, *Havre*, &c. Its Manufactures consist of Woollens, Linens, Leather, Hats, Combs, Paper, and playing Cards; at *Rouen*, *Elbeuf*, *Darnetal*, *St. Aubin*, *Aumale*, *Bolbec*, *Louviers*, *La Bouille*, *Gournay*, &c. are made all Sorts of Cloth, Serges, Druggets, Ratines, Blankets, and divers Species of Stuffs and Hangings, in which are employed about 1,100 Looms, and from 8 to 9,000 Bales of Wool, besides other Materials, of which 5,000 are Spanish, and the Rest of the finest Staples of France. Linens of many Proportions, and different Fineness, are made at *Pontau-de-Mer*, *Lizieux*, *Bernay*, *Rouen*, *Cauvencq*, *Argues*, and *Montailliers*. The most considerable Tanneries are at *Rouen*, and its Neighbourhood; and Hats are made in several of these Parts, though the Quantity is vastly short of what they have been formerly.

The District of *Caën* has not less extensive or important Trade than this last treated of, but it seems as if each Part of this Receivership had appropriated a different Species of Business to itself.

Here are gathered a large Parcel of Drugs for Dying, such as Woad, Argol, Sumac, &c. The Butter of *Issigny*, the white Salt made in several Ponds, the Linens fabricated at *Bayeux*, and in its circumjacent Parts, are the only Manufactures of it; the Wool, Hemp, and Flax in this Neighbourhood, are sold unmanufactured: In the District of *Vire* are three great Forges of Brasiers, viz. at *Envoy*, *Alouze*, and *Cerbourg*; and here are made some Woollens and Linens; at *St. Lo*, *Vire*, *Valogne*, *Cerbourg*, *Countances*, *Fresne*, *St. Pierre-de-Entrevaux*, *Atthis*, *Flers*, and *Halouze*, to the Amount of 28,500 Pieces of Cloth, Serges, and Stuffs, besides Linens, Hats, Stockings, Leather, &c. and the Territory of *Alençon* is nothing inferior to the other preceding two, either in the Diversity of its Commodities, or Importance of its Trade. Large Parcels of various Sorts of Linens are made at *Domfront*, *Vimoutiers*, and thereabouts. The Manufacture of Vellum Lace, was maintained through the long War at *Alençon*; the Magnificence, or rather Extravagance of France, sufficing for its Support, even in those distressful Times; of Cloths and Stuffs, from 50 to 52,000 Pieces, are made in this Division in a common Year. The Pins made at *Laigle* and at *Conches*, the Hardware and Brasiers of this last, the Tanneries at *Argentan*, *Vimoutiers*, *Conches*, and *Verneuil*; the Fabric of wooden Shoes, the forming of Joists, Beams, and other Timber for building; the fattening of Poultry for *Paris*, and the Butter and Eggs sent there; the Saltpetre, in the District of *Argentan*, are no small Addition to the Commerce of *Alençon*; but the Glass-houses at *Nonant*, in the Forest of *Exm*, at *Fortiffambert* in the Forest of *Montpinçon*, and the two established in the *Tbi-marais*, with the Forges for Iron at *Cbancegray*, *Varennes*, *Carvages*, *Ramti*, *Conches*, and *la Bonneville*, are the Fabricks which mostly enrich their Neighbour-

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hood by their Quantities and Perfection; and to these we may add the Breeding a great Number of Horses, and making large Quantities of Hats, as other Advantages to this Country.

## 16. Of BRETAGNE.

THE Products and Manufactures of this Province, are, 1st, Salt, of which is annually made in the Parish of *Bourneuf*, from 16 to 17,000 Muids, and in that of *Guerrande*, or *Cresic*, from 20 to 30,000. 2dly, Butter, in the Bishoprick of *Nantes*. 3dly, Wines, more especially those on the River of *Nantes*, and these mostly distilled into Brandies, to the Amount of about 7000 Pipes *per Annum*. 4thly, Corn, particularly from the Bishoprick of *Vannes*, of which in a good Year, after a sufficient Provision made for the Province, 6000 Tons of Wheat, and 9000 of Rye, may be exported for *Spain*. 5thly, Hemp and Flax, principally cultivated in the Bishoprick of *Rennes*, *Treguier*, *Leon*, and *Dol*, and sold in Threads, Stockings, Stocks, Gloves, and Cloths, to a very considerable Value. 6thly, Iron, for which here are several Forges in different Parts, Lead, Coal, and Paper. 7thly, Pilchards and Mackarel, whose Fishery is carried on from *Port Louis*, *Belleisle*, *Concarneau*, *Audierne*, and sometimes from *Brest*. 8thly, Woollens, such as Estaminas, Druggets, Serges, Flannels, Crapes, and some ordinary small Cloths, made at *Nantes*, *Rennes*, *Bourg*, *Dinan*, *St. Brieux*, *Lamballe*, *Chateaubriant*, *Nozay*, *Redon*, *Josselin*, *le Gu. de Plelant*, *St. Croix*, *Auray*, *Vannes*, *Malsiroit*, *Rochefort*, *Chateau-neuf*, *Longonna*, and *Hervillac*, to the Value of about

Livres 40,000

And I shall here re-capitulate the afore-mentioned Commodities, and set down what those carried out of the Province may yearly amount to

Linens of all Sorts, to the Value of	12,000,000
Threads, crude, whitened, and coloured, to the Value of	1,000,000
Paper of different Sorts	200,000
Honey and Wax	600,000
Butter	100,000
Horses 1,000,000, Oxen 350,000, Hogs 100,000, and Sheep 40,000, in all	1,490,000
Grain 100,000, Salt 100,000 Fish 50,000, and Game 10,000 in all	260,000
Poultry 14,000, Hides and Skins 60,000, Wines and Brandies 80,000, in all	154,000
Hemp, Tow, and Cordage 150,000, old Rags 10,000	160,000
Hair and Flocks 10,000, Staves 15,000, and Wood for Building, and Fuel 230,000	
Iron for Anchors 10,000, Cards 6000, Tallow and Grease 100,000	116,000
	<hr/> Livres 16,375,000 <hr/>

## 17. Of the Duchy of Burgundy.

THE Wines of *Dijon*, *Nuis*, *Beaune*, *Poñnarre*, *Chassagne*, *Mâcon*, *Tonnerre*, *Auxerre*, &c. are the principal Products of this rich Province, and are justly termed the Mother of Wine, not so much for the Quantity, as the Excellency of its Quality: Here are however other Commodities, as Corn, Iron, Cattle, Wool, Hemp, &c. of which the following Manufactures are made, *viz.* from 12 to 13,000 Pieces of Cloths, Serges, and other Stuffs; the Crop of Wool amounts to 3 or 400,000lb. Weight; the Hides and Hats suffice for the Use of the Inhabitants; here are thirty-two Forges for Iron, and eight Paper Mills: Several Ingredients for Dying grow here, and Wood in particular flourishes to a Miracle; Li-

nens are made at *Vitauz*, *Saulieu*, and *Autun*, though coarse, and no large Quantity; and a few Stockings, with some Lace, finish the Catalogue of this Province's Productions.

## 18. Of FRANCHE-COMTE.

THE Products of this Province consist of Corn, Hay, Iron, Saltpetre, Salt, Cattle, Butter, Cheese, and Horses. The Rivers *Saône*, *Doux*, *Longnon*, *Loure*, and some Brooks, work upwards of thirty Forges and Furnaces, where a large Quantity of Bombs, Bullets, and many other Iron Commodities are made; Masts and other Wood for Marine Constructions grow here in Plenty; and the Saltpetre made in a common Year, is about 1,200,000*lb.* with Room for a considerable Augmentation at a small Expence, upon a due Application. The Salt is from the Pits of *Montagne dorée*, so named from the rich Treasure it encloses, which however only consists of two Drains of Water never dry, and which produced an extraordinary Quantity of this Commodity. The Studs of this District are very considerable, having always about 80 Stallions, 9000 breeding Mares, and from these about 5000 Colts yearly; here is no Manufacture of Drapery, nor any other Product meriting Regard.

## 19. Of DAUPHINE.

THIS Province being divided into Mountains and Plains, the Productions correspond to this Diversity of Soil and Situation. The Mountains produce Firs, and other Trees proper for Marine Uses, and cover several Sorts of Minerals and Metals; and the Rivers that arise and flow from them, turn many Mills of Forges and Foundries, for carrying on divers Works of Iron, Steel, Copper, and Lead, according to the different Species of Metals cast and wrought here. The principal Iron Mine is in the Mountain of *Allevard*, six Leagues from *Grenoble*, being of an excellent Quality, soft, easy to forge and file, without Flaw. The Copper Mines are in the Mountain of *Cloche*, and those of Lead in the *Gapençois*, near the Case of the *Arnauds*, and at the Village of *Argentieres*, four Leagues from *Briançon*. In the Territory of *Bessés*, there are Slates; in that of *Larnage* a Mine of Vitriol and Copperas, and another of Tobacco-pipe Clay, worked up at *Tain*; *Cezanne* and *Cestiers*, in the *Briançonnais*, produce Chalk, and several Parts in the Upper and Lower *Dauphiny*, Coal and Saltpetre. The Manufactures, which these different Metals and Minerals occasion and maintain, are spread thro' the whole Province. Steel is made at *Rives-Moirans*, *Voiron*, *Beaumont-Furent*, *Tulins*, *Beaucroissant*, *Chabons*, and *Vienne*. The Iron is forged at *St. Hugon*, *Hurtiers*, *Tbois*, *Allevard*, *Laval*, *Goncelin*, *la Combe*, *Vriage*, *Revel*, *des Portes*, *St. Gervais*, and *Royans*; and Scythes and Sickles are made at *Voiron* and *Vizille*: Sword Blades at *Rives*, *Beaucroissant*, *Tulins*, *Voiron*, *Beaumont-Furent*, but above all at *Vienne*; Cannons are cast at *St. George*, and Anchors forged at *Vienne*: In fine, there are Copper Forges at this last-mentioned Place, *Turins*, *Noiron*, and *Beaucroissant*; and the Vitriol and the other Minerals are prepared in the Fabricks and Laboratories of *Allevard*, *Laval*, *la Cloche*, *Laugentieres*, *Leschet*, *Bearrierie*, and *Larnage*. These are the Products of the hilly Parts, and we will now descend to the Plains, where we may find growing in their proper Seasons, Hemp, Corn, and Mulberry-Trees, for the Nourishment of Silk-Worms. The Linen Manufactures of the former are at *St. John-Cremiere*, *la Tour-du-Pin*, *Bourgoin*, *Vienna*, *Jallieu*, *Ruy*, *Lisle Dabo*, *Artas*, *St. George*, *Voiron*, and at *la Buissie*. It is almost in the same Places that Thread is spun, for Sewing and for the different Sorts of Cap-making: Silk is made through the whole Province, excepting in the Mountains, and some Parts too cold for the Worms; and besides these, here are many Paper Mills at *St. Donat*, *Chateau-Double*, *Perus*, *Dijonnet*, *Chabucil*, *St. Viller*, *Cress*, *Vienne*, *Rives*, *Parissot*, and *Vizille*. The Fabricks of Hats are established at *Grenoble*, *Fontenil*, *Sassenage*, *Voreppe*, *Moirans*, *Cress*, and *Pont-en-Royans*. Large Hides are dressed on the Side of *St. André*, *St. Jean-de-Bourgnay*, *Vienne*, *Serre*,

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*Serre, Grenoble, Lumbin, Croes, and Goncelin*; the Skins and small Hides are tanned at *Grenoble, Voiron, Romans, Valence, Loriol, Livron, Montelimart, Dier-le-fit, Vienne, and St. Antoine de Viennois*. The Cheefe of *Saffenage* or other Parts, sold under that Name; Gloves of *Grenoble* so light and fine: The Pine-Nuts, Resin, Turpentine, &c. gathered in these Parts, make a considerable Addition to the Trade of them; but I have yet to treat of a principal Branch, viz. that of the Woollen Manufactory carried on at *Grenoble, Voiron, Tulin, St. Marcollin, Roybon, Serre, Beaurepaire, St. Jean-en-Royans, Romans, Pont-en-Royans, Crest, Montemart, Tullin, Dieu-le-fit, Buis, Valence, and Vienne*, in all which Places are annually made from 38 to 40,000 Pieces of Cloths and Stuffs.

## 20. OF PROVENCE.

THIS Province is very fertile in Wine, Olives, Saffron, Oranges, Lemons, Prunes, Almonds, Nuts, Pomegranates, and all Sorts of excellent Fruit; and here is also gathered a very great Quantity of Silk and Wool: Of the Olives is made large Quantities of the sweetest Oil, besides those pickled, for which the *Provencials* have the best Method yet known. Their Muscated Wines of *St. Laurent* and *Ciutat* exceed any Thing of that Nature, and add to the Delights of the best Tables: The Raisins, wherewith these Wines are made, and particularly those gathered about *Roquevaire* and *Auriol*, are excellent in their Kind, as the Figs are dried here of two Sorts, and no Part of the World comfit their Fruits in that Perfection as here. The great Number of the Mulberry-Trees with which this Province abounds enables the Natives to breed vast Quantities of Silk-Worms, and thereby procure large Crops of their precious Webs. The Soap, particularly that of *Marseilles* and *Toulon*, is in very good Repute, though generally allowed to be inferior to that shipped at *Alicant* in *Spain*. There are in *Provence* sixty Paper Mills, where many Sorts of this Commodity are made; and the Tanneries are many and very considerable. The Country Wools are employed in divers Manufactures of Stuffs, and many Fabricks of Hats; the latter at *Aix, Marseilles, Toulon*, and in the Principality of *Orange*; and the former at *Toulon, la Roque, Mewre, Solieres Cuers, Pequanto, Camoules, Luc, Draguignan*, and at *Lorgues*, though a great Part of these are made of Spanish Wool, pure and unmixed: At *Gordes, Apt, Ayquieres, Auriol, Signe, Colmars, and Digne*, are likewise made some corded and other Stuffs, as there are at *Arles* and *Grignan*, of other Species: In this Province also are made many Hammers for Copper Work, which are all the Commodities it furnishes to Trade.

## 21. OF LANGUEDOC.

ALTHOUGH this and the last-mentioned Province are joined together, enjoy the same Aspect, and are exposed to the same Winds, they are, however, very differently divided, in Regard of the necessary Advantages for Trade, more especially in their Ports, with which the other abounds; and to this Nature has given one, so that the few it enjoys, are the Effects of Art, made with a great deal of Trouble and Expence: However, as in these Sections I propose to confine my Discourses only to the Products and Manufactures of the Countries treated of, I shall omit enlarging on their Situation, at least at present, and prosecute in this, the Method I have observed in my Account of all the preceding Provinces.

*Languedoc* is esteemed as one of the best cultivated Provinces of the Kingdom of *France*, and justly merits this Encomium; its Inhabitants are numerous, diligent, skilful, and industrious; it enjoys the Advantage of having a greater Diversity in its Products, than any other Province; yet this Country, so well cultivated, and so well peopled, might raise a much greater Revenue, support a much greater Number of Inhabitants, and furnish the State with much larger Succours, if it understood to attract by a suitable Culture all those Advantages which

which it is capable of procuring; it has plenty of Corn and Wool, but it might largely augment its Crops of Wine and Oil, and expect a surer, more beneficial, and immediate Sale to these Commodities, than they ever find, or can hope for from the others; the Growth of Silk might also be greatly increased, and Cotton might be planted to Advantage, and this further improved by establishing Manufactures of it; much more Salt might be made, more Mines wrought, and a great Number of Things might be added to the natural Products of the Country, for which the Soil and Situation is adapted; however, I shall not enlarge on what this Part of *France* might be made to produce, but now acquaint my Readers with what its Products and Manufactures actually are.

This fruitful Province, one of the largest, richest, and most agreeable of that Kingdom, has two great Salt Marthes, the one at *Mordirac*, the other at *Sigan*, both yielding vast Quantities of that useful Commodity. At *Rieux*, *la Grange-des-pres*, *Lodève*, *Carcaffonne*, *Limoux*, *Castres*, *Alby*, *Alet*, *St. Colombe*, *Leuclanet*, *Lafit*, *la Grace*, *les Septes*, *Calabre*, *Mazanet*, *Terrières*, *la Caume*, *Bedarrioux*, *St. Saviour*, *Quissac*, *St. Hypolite*, *Bauzely*, *Vigan*, *Ganges*, *Saumenner*, *Anduze*, *Alais*, *St. Gervais*, *Sommieres*, *Gardonnenque*, *la Salle*, *Beziere*, *Aniane*, and *Beaucaire*, are many Woollen Manufactures of Cloths, Serges, Ratines, Baize, Crapes, Druggets, Linsey Woolsey, and several other Sorts of Stuffs: Of the filken Fabricks, the principal are at *Toulouse*, *Montpelier*, *Nismes*, *Alais*, and in some other Towns and Villages along the *Rhone*, where are made Taffeties, Tabbies, Crapes, Tarandines, Brocades, Damasks, and some Goods with a Mixture of Silk and Wool, in which all the Silk gathered in these Parts is employed, being from 12 to 1500 Quintals in a common Year. The Verdegri made at *Montpelier* and its Neighbourhood, and the Crystal of Tartar prepared at *Aniane*, are in great Esteem among Strangers. The Diocese of *Mirepoix* has also Mines of Iron, Coals, and Jett; the Iron is found and wrought at *Coursouls*, *St. Colombe*, *Quillau*, and at *Beiguat*; the Coal at *Trinont*, and at *St. Benoist*; and the Jett at *Lovan*, and *Ranalet*. Of Hats the Fabrick is very considerable in these Parts; they are made at *Montpelier*, *Quissac*, *Sauve*, *St. Hypolite*, *Saumenner*, *Anduze*, *Alais*, *Uzer*, *St. Geniez*, *la Salle*, *Nismes*, *Clermont*, *Beaucaire*, *Valbogne*, *Mairorin*, and *Valarange*: Chefnuts and Hemp are plenty in the *Vivares*; and in the Diocese of *Carcaffonne*, all the Inhabitants of the six Boroughs, composing the little Territory of *Graiffesac*, are Nail-Makers. The Fabrick of Lace employs a good Part of the Workmen in *Velay*, and besides the Manufactures before-mentioned at *Montpelier*, there are made Blankets, Wax is whitened, and those Drums called *Rif-folis*, composed in greater Quantities than can be consistent with their Drinkers' Health: But to abbreviate the Detail of this Province's Products, I shall excuse giving a more particular Account of them than the preceding; though in the following general one, I shall set down the Value of the total Produce and Manufactures, and add what Share of it is superfluous to the Province's Consumption, and therefore sent into others, and abroad.

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Garden-Seeds

Merchandize

Merchandize and Commodities of the Growth and Manufacture of *Languedoc*.

The Price at which each Article in Trade is fixed and may amount to in a common Year.

The Value of the Goods and Merchandizes, extracted for foreign Parts, and other Provinces.

Grain	£s. 1,200,000	400,000
Wine	830,000	830,000
Brandy	440,000	440,000
Hungary Water	120,000	120,000
Drams	150,000	150,000
Verdegriis	200,000	200,000
Olive Oil	2,000,000	1,000,000
Woad	50,000	25,000
Saffron	100,000	80,000
Prunes	120,000	60,000
Soude, or Kale	50,000	30,000
Turnsol, or Heliotropium	15,000	15,000
Chefnuts	150,000	60,000
Wood	300,000	150,000
Staves and Casks	60,000	30,000
Silken Goods	1,800,000	1,500,000
Cattle and Wool	1,000,000	600,000
Forged Iron	120,000	8,000
Nails	140,000	60,000
Melting down old Copper	20,000	10,000
Paper	140,000	100,000
Parchment	15,000	
Cards	60,000	30,000
Soap	105,000	5,000
Whitening of Wax	150,000	50,000
Linens	30,000	
Laces for Stays	10,000	
Pilchards, and other Salt-Fish	100,000	60,000
Lamb and Kid Skins	800,000	400,000
Gloves	50,000	30,000
Sheep, Goat and Buck Skins, dressed into Chamois	258,000	150,000
Glue	50,000	
Drinking and Sath Glasses	20,000	
Plate Glafs	30,000	
Laces of Puy	60,000	40,000
Fustians and Dimities	90,000	60,000
Blankets	230,000	20,000
Hangings	20,000	
Fine and ordinary Stuffs	4,100,000	
Ditto Cloths	8,450,000	5,000,000
Worsted Stockings	40,000	
Hats	400,000	150,000
Taffeties, Ribbons, and Silk Stockings	900,000	600,000
Coarse Silk Stuffs	80,000	50,000
Confection of Alkermes	50,000	50,000
Eels of Aiguefmortes	35,000	20,000
Sardignas	30,000	15,000
Garden-Seeds	30,000	15,000

Livres 25,198,000

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22. *Of the Lower Navarre and Bearn.*

**I**F Bearn cannot be called fruitful, the Lower Navarre is much less so, being a mountainous barren Country, whose Soil will not produce any Thing but thro' Force of Application and Care; and it is owing to the Labour, Assiduity, and Industry of the Inhabitants, that it yields the little it does. The Vallies of *Bardons*, *Alpe*, and *Offane*, in the Precinct, or *Seneschaussée*, of *Oleron* in Bearn, produces Pines to make Masts for the Royal Navy; they likewise enclose some Mines of Lead, Copper, and Iron, which employ a Quantity of Forges, Foundries, and Hammers; some Salt is also made in different Parts of Bearn, though very little more than serves for the Natives' Consumption. The Productions of this Country for Trade are Wine, Wheat, Millet, Oats, Apples, Flax, and Hemp, with which latter they make some Linen, as they do Cider with their Apples, selling their Wine, of which that of the *Seneschalry of Morlac* is esteemed excellent. These two Provinces, more especially the Mountains of Navarre, have most admirable Pasturage, which enables the Inhabitants to breed and raise a great Number of Horses, black Cattle, and Sheep, of which latter the Wool is so fine as to pass for that of Spain; though here are no Woollen Manufactures, except a trifling one for coarse Cloths for the poor Natives' Use.

23. *Of French-Flanders.*

**O**F which *Lille* is the Capital and Centre of its Trade; its Manufactures, and the Undertaking of its Merchants, employ and maintain about 100,000 Workmen, either in the City, Suburbs, plain Country, or the neighbouring Villages: The Commodities which this Part of Flanders produces are Grains of all Sorts, for the Food both of Men and Beasts; Hay, Wood, Fruit, Wool, Horses, Flax, Cattle, Butter, and prodigious Quantities of Rape Oil.

The Manufactures consist in Cloths, Serges, Ratines, and divers other Sorts of Stuffs, made with Wool alone, or mixed with Silk or Thread; and others, where several Sorts of Linens are made, both figured and plain; Hides differently tanned; Tickings, Camlets, Damasks, Velvets, Laces white and black, either of Thread or Silk, Tapestry, gilt Leather, Pipes, Match, Pasteboard, Stockings, Breeches, Caps, or other such knit or wove Work; fine Ozier Baskets, Hats, Barragons, Crapes, Blankets, and several other Species of Stuffs: All these Manufactures are established in the City of *Lille*, and the Commerce they occasion can hardly be imagined. At *Orchies* are made Trippes; at *Donay*, the same Things in Proportion as at *Lille*; at *Armentiers* Estaminas, some Cloths, and a very few light Stuffs; it is in this City also that the Linens made in the adjacent Parts are all sold; at *Lanoy* and its Jurisdiction some light Stuffs also are made. At *Gorghe* is a Fabrick of plain and figured Linens, whitened in the Whittries of this Place, which are excellent for the Purpose. There are several Looms of Woollen Stuffs, or those mixed with Silk, at *Roubais* and *Turcoing*; at *Ménil* is a Fabrick of Linen, and another of Hats; and in fine, at *Tournay* are made worsted Stockings, mock Plush, and Earthen-Ware.

24. *Of Lorraine and Bar.*

**T**HERE are but few Woollen Manufactures in either of these Duchies, and none of Silk; what little is carried on of the former is at *St. Nicholas*, *St. Maris-au-Mines*, but the Cloths are very coarse and in little esteem. At *Nancy* is a Fabrick of ordinary Hangings, though so trifling, that I should not have mentioned it, but to avoid leaving out any Manufacture in a Country where there are so few, That of Thread Laces is not only more considerable, but is almost the only one that merits any Regard; *Mericourt*, *Vezelise*, *Neufchateau*, and some Villages in their Jurisdiction, are the Places where most are made, and employ five or six hundred Women or Girls; it is true they are far from being fine, but of a Quality very fit for the Spanish Markets, where several thousand Pieces are annually sent. Household and other Sorts of Linen, Worsted Stockings and Caps, Hats, Cordage, Nails,

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and Paper, are also Manufactures of these Provinces, but all consumed at Home; and what they afford for Trade is Salt, Iron, Alum, Saltpetre, Wood, Cattle, Wool, Rape Oil, Honey, Wax, Wine, Brandy, Skins, and Glass. Places proper for making Salt are found in many Parts of *Lorraine*, so that at least a Dozen might be appropriated to this Purpose, which would furnish a large Quantity of an excellent Sort; though only three are now wrought, *viz.* at *Kozieres*, *Cbateau-Salins*, and *Dieuse*.

The Iron Mines are chiefly in the Mountains of *Vosge*, though there are some in the plain Country; they afford Plenty of Metal, and employ a great Number of Forges. The Allum Mines are only found in the *Voyvre* near *Longevi*, and are of little Advantage to the *Lorrainers*, as they neither know how to extract or prepare it. Of Saltpetre they have no Mine, but collect it, as elsewhere, on the Walls of old Houses, and other antique Buildings. Timber and Masts are felled in the Mountains of *Vosge*, both for Ship and Land Use; and the Glass-houses are established in the Woods of the Provostry of *Arnay*, in those of *St. Michael*, and at the Village of *Tavey*, three Leagues from *Nancy*. Brandies are distilled at *Pont-a-Mousson*, though not from Wine as in other Parts of *France*, but from the Pressings of the Grapes, which are every where else regarded as useless, or at most serve only for feeding Pigeons, or to dry and burn. The Skins particularly those of Bears, which are taken in large Quantities in the Mountains, and the Forests of *Vosge*, are sold at *Strasbourg*, &c. Wheat grows here in Plenty; and the *Lorrainers* are esteemed the best Founders in *Europe*; especially for Cannon, Mortars, and Bells; the Inhabitants of *Levescour*, *Outremicour*, and *Breranne*, are the most reputed for these Fabricks, and this Art may be regarded as a Sort of Trade in *Lorraine*.

#### 25. Of the three Bishopricks.

UNDER this Title are comprehended *Metz*, *Toul*, and *Verdun*, three imperial and episcopal Cities in *Lorraine*, now subject to *France*. The Products of this Country are Wine, Wood, Grain, Salt, Hides, Fruit, Confectionary, Brandy, Linen, and wrought Wood of *St. Lucia*, a sweet-scented Wood; besides which here are several Woolleg Manufactures, and Fabricks of Caps; the best of which are established at *Metz*, and its Neighbourhood, which consist of all Sorts of *Ratines*, divers Species of thin *Serges* for the Women's Wear, coarse Cloth, with some *Druggets*, and *Estaminas*. *Toul* and *Verdun* have also some of these Manufactures, but very inconsiderable, both in Quantity and Quality. Worsted Stockings are made in all the three Cities, and these Parts abound so in Tanneries, that there are above forty at *Metz*, more at *Verdun*, and several at *Toul*. A Sufficiency of Salt is extracted from the Works of *Moyenvic*, as these produce about 9000 Muids *per Annum*. Oil is made here from the *Lorraine* Rape-Seed, both for their Woollen Manufactures and Lamps. The Mountains of *Vosge* furnish the three Bishopricks with Cattle, Butter, Cheese, Skins, especially those of Bears, and Wood for all Uses; besides which they make Brandy in the Manner that is expressed under the preceding Section of *Lorraine*.

#### 26. Of ALSACE.

THE Trade carried on in this Province, bears no just Proportion to its Fertility, and the Number of its Products; however, *Strasbourg*, the Capital of the Lower *Alsace*, furnishes Trade with Tobacco, Brandy, Hemp, Madder, Alkermes, Saffron, Hides, Tallow, Wood, and large Cabbages, of which last Commodity, though seemingly trifling, there is yearly sold at *Mayence* and in *Holland*, to the Amount of 30,000 Crowns: The Manufactures of this City consist of Hangings, ordinary Cloths, Blankets, *Serges*, and some Linens, made both of Hemp and Flax; at *Giromani*, *St. Marie-au-Daines*, *Astembare*, and *Munster*, are Mines of Silver, Copper, and Lead, all in the Upper *Alsace*; and to melt and prepare the Iron of these Mines of *Besfort*, there are many Furnaces and Forges in the neighbouring Forest, and for those of Copper, a Number of Hammers and Foundries.

#### 27. Of



## 27. OF ROUSSILLON.

**T**HE Wool, Iron, and Olive Oil of this Country are the principal of its Products for Trade: The first of these are so fine and good, that they almost equal the Spanish in Quality; the Extract of Oil in a common Year, is to the Worth of 2 to 300,000 Livres; but of the Wine, though good, only a middling Quantity is sold; the Rest of their Trade consists in Wheat, Millet, large Cattle, and Sheep. *Roussillon* has no one considerable Manufacture; here are however some Blankets, ordinary Linens, and coarse Cloths, made for the Peasants' Clothing and Use.

I HAVE now finished my Detail of what each Country of *France* produces, and shall next inform my Readers how these Products are disposed of, in the general Traffick of that Kingdom, excusing to mention any Thing of the Trade carried on with *Great-Britain*, as this has been spoken to already.

The Commerce of *France* is extended almost to every Part of the known World, where any is carried on, and it is this only I shall speak of, without regarding their Home Trade, and shall begin first with that they maintain with *Holland*, as the most considerable of any other they are engaged in; and the principal Cities concerned in it, are *Paris*, *Rouen*, *Orleans*, *Dieppe*, *Dunkirk*, *St. Valery*, *Caen*, *Nantes*, *St. Malo*, *la Rochelle*, *L'Isle de Rhé*, *L'Isle d'Oleron*, *Bordeaux*, *Bergerac*, *Montauban*, *Bayonne*, *Lyons*, and *Marseilles*, whose Trade with the *Dutch* I shall describe in Order. Of the Manufactures of *Paris*, are sent to *Holland* all Sorts of rich Silks, as Gold and Silver Brocades, and those without either of these Metals; Gros de Tours, Damask, flowered and plain Satins, Tarandines, Thread Laces, Ribbons and Girdles, Aprons, Head Dresses, Gloves, Fans, Jewels, Books, &c. From *Rouen* they extract Linens, *Caudefec* Hats, Laces of Silk, and of Gold and Silver, true and false, Silk and Worsted Stockings, divers Sorts of Mercury and Hardwares, Greening Weed for Dyers, Thistles for Clothiers, Saff Glafs, Bon Chrétien Pears, Rennet Apples, Cider, and Sweetmeats. From *Orleans*, they have only *Gâtinois* Saffron, *Orleans* Wine, and some from the *Loire*, and Brandies: *Dieppe* furnishes them with Saff Glafs, Laces, Mercury, and Hardwares, and a large Quantity of Combs, and Horn Tobacco-Boxes. The Trade of *Dunkirk* with *Holland* is now reduced to the Importation only of the Returns the former gets by its *American* Commerce, and which are principally sent to *Rotterdam*. *St. Valery* has hardly any Trade with the *Dutch*, nor does *Caen* remit them any Thing but Paper, which is sent both to *Amsterdam* and *Rotterdam*. *St. Malo* supplies the former with Paper, Honey, Grain, Calf-Skins, Grindstones, *India* Goods, coarse Sugars, and several *Spanish* Commodities.

*Nantes* sends them *Bretagne* Linen, Butter, when scarce in *Holland*, Corn, such as Wheat, Rye, and Maize, Honey, *Gâtinois* Saffron, *Loire* Wine and Brandy, Paper, Prunes of *St. Catharine*, Sugar, Indigo, Cocoa, Rocou for Dying, and Cotton Wool: *Rochelle* furnishes *Amsterdam* with Wine and Brandy, Salt, Paper, brown Sugar, Syrup, Indigo, *Martinico* Cocoa, Walnut-Tree Boards, &c. The Isles of *Rhé*, *Oleron*, and Town of *Cognac*, supply it plentifully with small Wines, particularly that from *St. Martin*, Brandy and Salt. *Bordeaux* sends there Brandy, Vinegar, *Perigord* Chestnuts, Prunes of *St. Antonin*, Walnuts, and Walnut-Tree Planks, Honey, *Montauban* Saffron, Linseed for Oil, Paper, Turpentine Resin, and Pitch, coarse Sugars, Indigo, and Rocou, Syrups, and several other Commodities. *Bergerac* only affords for this Trade, Wine and Chestnuts, with which at least a hundred and fifty Ships go yearly laden from hence and *Libourne* to *Amsterdam*. From *Bayonne* are carried there the several Wines of *Journanin*, *Bearn*, *Cabosse*, and *Cape Breton*; Brandies, Chestnuts, Prunes, Hams, Liquorice, Turpentine, Resin, and Pitch; a large Parcel of *Spanish* Wool, Honey, Bed Feathers, and Linseed. *Lyons* only deals with *Amsterdam* in Silks and Exchanges, though *Marseilles* sends there Olive Oil, Soap white and marbled, Brandy, *St. Laurence* Wine, Olives, Capers, Anchovies, Honey, Almonds, Figs, Raisins, Currants, Tunny Fish, Dates, *Verdegris*, Perfumes, Woad of *Languedoc*, *Marseilles* Quilting, Silk Stockings of *Nismes*, all Sorts of *Arabian* and *Levant*

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Drugs, Coffee, Silk, Cotton Wool and Thread, *Angora* Goats Hair, Camels Hair, and several other Sorts of Merchandize:

And what *Holland* sends to *France* in Return, are Cloths, Cambricks, Hollands, Cotton Wool and Thread, Chints and Muffins, but these by Stealth, as they are contraband, Sugar-Candy, Pepper, Cinnamon, Cloves, Mace, Nutmegs, writing Quills, fine Wool, Horle Hair, Ox Horns, Drugs for Dying, Diamonds, Pearls, and Seed Pearls, Madder, Galls, Gums, Allum, Copperas, Vitriol, Pewter, Lead, Copper, Tin, Steel, Iron, Iron Plates, Pots and several other Works of this Metal; Limbeckes for Distilleries, and Kettles for boiling Sugar; Bras and Iron Wire, Quicksilver, refined Brimstone, all Sorts of tanned Hides, *Russia* Leather, all Sorts of Skins, Flax, Hemp, Cables and Cordage for Ships, Sail-Cloth, Mafts, Yards, and Plank for all Marine Uses; Timber for House-building, Refin, Pitch, Tar, Cheese, Tallow, Candles, Butter, Salmon pickled and smoaked, Herrings, Whalebone, Train, Linfeed, and Rape Oils, Linfeed for sowing, Musk, Civet, and Ambergris, Coral, and yellow Amber, Staves, Casks, Athes for the Soap Works and Whitsterners, white and yellow Wax, Wax Candles and Flambeaus, Starch; all Sorts of Thread for Sewing or Weaving, as also for making Cables and Sails, China-Ware, Tea and Chocolate, Couries, and all Sorts of Copper Balons and Merceries for the *Guinea* Trade; Tapestries of different Species, Cannon, and all Sorts of Fire-Arms, Powder, Bullets, and Bombs.

By which may be in Part seen how considerable a Trade is carried on between *France* and *Holland*; and if we may believe the Author of the *Memoirs on the Commerce of the Dutch*, *Monf. Boreel*, who was their Ambassador to his most Christian Majesty, had declared and proved to the *French* Court, that in the Year 1658, Goods had been entered in the several Custom-houses of the seven United Provinces to above three Million and a half of Guilders in Value, in the following different Sorts of Commodities, *viz.*

	Guilders.
Of Velvets, Satins, Gold, Silver, and other Brocades, Taffeties, &c. made at <i>Lyons</i> , <i>Tours</i> , and <i>Paris</i> , to the Value of	6,000,000
Of Silk Ribbons, Thread, and Gold and Silver Laces, Buttons, Stay-Laces, &c.	2,000,000
Of Castor, Nicuna, and <i>Caudebec</i> Hats, made at <i>Paris</i> , &c.	1,500,000
Of Feathers, Belts, Fans, Head-Dresses, Looking-Glasses, Watches, Clocks, and other Merchandize of this Sort	2,000,000
Of Gloves made at <i>Paris</i> , <i>Rouen</i> , and <i>Vendome</i>	1,500,000
Of Wools spun in <i>Picardy</i>	1,500,000
Of the different Sorts of Paper made in <i>Auvergne</i> , <i>Limosin</i> , <i>Poitou</i> , <i>Champagne</i> , and <i>Normandy</i>	2,000,000
Of Pins and Needles, Box, Ebony, and Ivory Combs	500,000
Of Hardware from <i>Auvergne</i>	500,000
Of the different Sorts of Linens from <i>Bretagne</i> and <i>Normandy</i>	5,000,000
Of Furniture, Beds, Quilts, Blankets, Curtains, and Fringes	5,000,000
Of <i>Bordeaux</i> , <i>Gascogne</i> , <i>Saintonge</i> , <i>Orleans</i> , <i>Anjou</i> , and <i>Nantes</i> Wine	5,000,000
Of Brandy and Vinegar	1,500,000
Of Saffron, Soap, Honey, Almonds, Olives, Prunes, &c.	2,000,000

Which Imports together make thirty-six Millions of Guilders 36,000,000

*Monf. Boreel* represents, that besides all this, *Holland* annually extracted from *Rochelle*, *Marans*, *Brouage*, and the Islands of *Ré* and *Oleron*, above five or six hundred Ship-loads of Salt, without including Hemp, Wheat, and other Grain that they take from *France* in a plentiful Year, which sometimes amount to more than six Millions; and though their Trade must have suffered some Alteration in near a Century that has elapsed since the above Calculation was made, yet it still continues very great, and most of the same Commodities exchanged as were by the preceding Account.

The *French* likewise carry on a very important Trade with *Portugal*, *Spain*, and *Italy*, though nothing nigh so much as they formerly did, as *Spain* in particular has within a few Years past set up several Manufactures of Silk, more especially at *Valencia*,

*Valencia*, which now rival the *Lyonnois* Fabricks in Pattern, Goodness, and Dye; they however still supply *Portugal* with this Commodity, and both Kingdoms with some Woollens for their *American* Trade; on the contrary, raw Silk is carried from *Italy* to *France* as well by Sea as Land, and all the *Italian* States in Return take off some Part of their fleecy Treasure wrought into *Serges*, *Cloths*, *Druggets*, &c. Of Hats, some are yet exported to all these Countries, though in nothing near the Quantities as was usual when those of *Caudebac* were the celebrated ones of *Europe*; their Linens and Lace also continue to find a Sale as well in most Parts of *Italy* as the *Spanish* and *Portuguese* Dominions, both in this Part of the Globe and *America*; and these States furnish the Wants of the *French* with large Parcels of Hides from *Buenos Ayres* and *Neuva Colonia*, as they do with Snuff and Roll Tobacco; of the former it is said, about two thousand Ton from *Spain*, and as much of the latter from *Portugal*; they also take from *Spain* large Quantities of Soap ready made, with Oil and Sofa or Barrilla, to manufacture more at Home; and with this latter they likewise supply themselves for their Plate Glass Fabricks. With their Wine, Brandies, and Salt, they carry on a prodigious Trade to all the *North*, for though many of those Parts are supplied with these Commodities at Second-hand by the *Dutch*, yet none totally; for *Sweden*, *Denmark*, *Russia*, and the *Dantzickers* relieve a great Part of their Wants with their own Shipping, which they load with Iron, Steel, Copper, Tin, Lead, Powder, Stock-Fish, Salt-Fish, Tallow, Wools, Boards, Masts, Hemp, Cordage, Tar, and other naval Stores for the *French* Markets; though indeed, in Regard of the *French* Interest, it signifies very little what Nations are the Exporters of their Commodities, provided they be taken off. They carry on an immense Trade to the *Levant*, and on the Coasts of *Barbary*, principally with their own Products and Manufactures, and supply all their *West-India* Settlements with them; they share all the *European* and *American* Fisheries, and if they do not do as much as the *English* and *Dutch* do in them, they do more I believe than all the other Nations put together. Their Commerce with *Germany* is also considerable, and a great Part of this is carried on by Land, as the two Empires in many Places join, so that Silks, Salt, Woollens, &c. they may get to Market without the Intervention of any Sea Carriage, and bring back an Assortment of those fine Threads and Laces for which many of those Parts are so famous. The *Flemings* come empty, and load back with Wine, Brandy, Syrup, and Sail Cloth. The *Hamburgers* bring Lead, Copper, Starch, Staves, Steel, Iron; and in Return take Salt, Wines, Brandy, Indigo, Ginger, and Paper. For carrying on their *West-India* Trade, the *French* have a Company with an exclusive Charter, which was at first formed in 1628, to support the Colonies they had at that Time established in *Canada*, and to settle others in that vast Tract of Land then most Part unknown; this Company immediately began to flourish, and the large Settlements since made there are properly owing to its Activity and good Management, though it subsisted no longer than till 1649, when it began to sell Part of its Grant, and finished the Whole by 1651. This occasioned a Succession of Companies under different Denominations, and frequently split into several Societies, too prolix to be inserted here, till they were reunited again in one, in 1664, under the Title of *The Royal West-India Company*, but this only lasted for about nine Years, when the King annulled the Patent, and annexed all the *American* Settlements to this Crown, at which Time there was also established a more considerable Association, I mean that of the *East-India Company*, which still subsists; and there are now very large Colonies and Settlements in both the different Districts, though the Support of the one and the other has cost that Monarch several Millions. Here is likewise the Company *du Bastion de France*, settled in the Kingdom of *Algiers*; and that of *Senegal*, after some Years' Traffick, was in 1718 swallowed up by their grand Company of the *Indies*; though out of this sprung their *Guinea Company*, which changed its Name for that of the *Affiento*, and then for the *South Sea Company*, and in its Turn lost both the one and the other, in its Abolition, the King laying the Trade of their District open to all its Subjects in 1716. They have also had their *Hudson's-Bay*, *Mississipi*, *Western*, and *Canada Companies*; the Company of *Acadie*, Company of the *North*, *Levant Company*, and *St. Domingo Company*, all which have been so altered and jumbled together, that it would take up too much Time, and be little to the Pur-

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pose, to give a distinct History of them: I shall therefore conclude my Dissertation on the Trade of *France*, with this additional Remark, that, notwithstanding its Sufferings by the late War, it seems a very growing one, and must be regarded with a jealous Eye by every Well-wisher to that of *Great-Britain*.

*Of the Trade of SPAIN.*

THE principal, and most beneficial Branches of this Commerce, have been treated of already in that carried on with us, as the Trade with the *French* can never be accounted so, the Balance being greatly in their Favour, even in that, less than middling, Traffick yet subsisting between the two Crowns. The chief Places of Trade in *Spain*, are *Madrid*, *St. Sebastian*, *Bilboa*, *Seville*, *Cadiz*, and in its Bay, *St. Maria*, *Port Real*, *St. Lucar*, and *Rota*, *Malaga*, *Cartagena*, *Alicant*, *Valencia*, and *Barcelona*, in all which the *Dutch* have some Commerce, and, next to that with the *English*, the most advantageous one to the *Spaniards*. *Madrid*, the Capital of *Spain*, is situated almost in the Middle of it, and consequently lies very distant from the Sea, which however does not hinder its carrying on a considerable Trade, by Means of the Correspondence it has settled with the several Sea Ports of the Kingdom, and elsewhere, more especially at *Cadiz* and *Cartagena*, as these are the usual Places where Goods are landed for the Metropolis; and it is here that all foreign Commodities are entered for the Court, on Account of the Difference in the Customs, which greatly vary between the several Ports of this Kingdom. At *St. Sebastian*'s great Quantities of Wool are shipped for *England*, *France*, and *Holland*, as also Chestnuts and small Nuts for the latter, both from hence and *Giron*, which is but a little distant. From *Bilboa*, the *Dutch* carry Wool, Iron, Saffron, Chestnuts, Oranges, and Lemons: From *Seville* they take Olives, Oil, Wool, Oranges, Lemons, *Morocco* Hides, and Wine: From *Cadiz*, they have Indigo, Cochineal, Tobacco de *Verines*, Jesuits Bark, Sarsaparilla, Venelloes, and other *American* Drugs and Hides, Salt, Wine, Oil, Figs, Raisins, Wool, &c. At *Malaga* and *Cartagena*, they supply themselves with Wool, Oil, Olives, Raisins, Figs, and Wine, and from this latter with some Sofa or Barilla. *Alicant* affords them still greater Supplies, as from hence they have a better Sort of the last-mentioned Commodity; Red Wine, accounted by the *Dutch* a good Remedy for the Dysentery, Castile Soap, Anniseeds, Cummin-Seeds, Almonds, Raisins, Saffron, Oil, and Salt. *Valencia*, though the Capital of the Kingdom of that Name, and a most delightful fertile Country, produces nothing for the *Dutch*, nor indeed any other Nation, but raw or wrought Silks, of which the first is however generally all shipped at *Alicant*, when the Extraction is permitted, which has for some Years been denied, and *Valencia* grows no Almonds or Wines, as most Authors have erroneously asserted. *Barcelona* is the Capital of *Catalonia*, where some few Woollens are made, though the only Extracts from these Parts for *Holland* are Brandies and Nuts, chiefly shipped at *Saloe*. The Merchandizes which the *Dutch* carry to *Spain* are *Holland*, *Silesia*, and *Osnabruck* Linens, printed Cottons and Chints, Muslins, Cambricks, *Brabant* and *Flanders* Lace, Gold and Silver ditto, *English* and *Dutch* Cloth though I believe these are now prohibited, Gold, Silver, and Silken Stuffs, Gauzes, Ribbons, Fans, Wigs, Velvets plain and flowered, Caffoys, Silk and Worsted Stockings, Merceries, and Hard-ware of all Sorts, Pepper, Cloves, Mace, and Nutmegs, Wheat and other Grain, when wanted, Wood for the Building of Ships, Canvas, Cords, and Twine, Ships built on Purpose for Sale, Anascotes, Lamparillas of *Bruges*, and Picottes of *Lisle*, Tapes white and coloured, Butter, Cheese, sewing Thread, Paper, Cards, Table Linen, *Russia*, and other Hides, &c. The Commerce between *Italy* and *Spain* consists in several Sorts of wrought Silks from *Naples*, *Florence*, *Milan*, *Genoa*, *Messina*, and *Leghorn*, Hoops, Pipe-Staves, Paper, Linens, and Corn, on Failure of the *Spanish* Harvest. The *Swede*, and *Danes* bring only Iron, Copper, Pitch, Tar, and Lumber: and re-load with Wine, Brandy, Salt, &c. The *Hamburgers* likewise take off these Commodities, and besides, they yearly freight two or three Ships, to load almost solely with Saffron and Almonds. The Island of *Majorca* is very fruitful in Oil, of which great Quantities are yearly shipped for all Parts of the North, and that of *Ivica* is greatly frequented for its Salt,



Salt, of which one Sort is different in Colour and Grain from that made at *Almai*. The greatest and most important Part of the *Spanish* Trade is carried on at *Cadiz*, and this on Account of the Galleons and Flotas being dispatched from, and returning there. And as it is a Commerce in which the principal Nations of *Europe* are concerned, I shall give my Reader some Idea of the Method of its Transaction, and acquaint him with the Assortments of Goods proper for an Interest therein. The Galleons was a Name formerly given to large Men of War of three or four Decks; and though it has been for a long Time disused with this Significancy, it is however still retained by the *Spaniards*, and used indifferently for all the Ships which yearly sail from *Cadiz*, for *Cartagena* and *Porto-Bello*; of these, there are eight for the King's Account, which are Men of War, and from twelve to sixteen belonging to Merchants, who obtain, or rather purchase, the Permission to undertake this *American* Voyage. The Ships are all fitted out at *Cadiz*, from whence they may sail at any Time, though they commonly depart some Months before the Flota, which leave this Place always in *August*, and are about two Years before they return. The Flota consists of three Men of War for the King's Account, and an equal Number with the Galleons for the Merchants, from four hundred to a thousand Ton, which sails, as before observed, about *August*, for *la Vera Cruz*, and is generally nineteen or twenty Months in its Voyage. Besides these Distinctions in the *West-India* Convoys, there is yet another, under the Denomination of the Flotilla, or little Flota, which the *Spaniards* give to some Ships, sent before the Flota on its Return from *la Vera Cruz*, with an Account of the Time of its Departure, and what its loading consists of. When these Fleets set out together, they separate in the Latitude of the *Antilles*, and rejoin on their coming back at the *Havanna*, in the Isle of *Cuba*; the Galleons are always the richest, though the Assortments of Goods proper for the different Markets, much the same; the following therefore will indifferently serve for both.

## From ENGLAND.

Cloths in twenty Pieces, nineteen Brown and one Black.  
Sempeternas, in forty Pieces, the following Colours, *viz.*  
Fifteen Pieces of Parrot Green, fifteen Pieces of Sky Blue, five Pieces of Mulk, five Pieces of Black.  
Serges, all Brown, or sorted like the Sempeternas.  
Estaminas, wide and well calendered, Brown and Green.  
Serges, fine, of a scarlet Colour.  
Says, White and Black, well calendered.  
Bombazeen, double, Brown and Greenish.  
Serges of *Hoogwet*, half White and half Black, very fine and well calendered.  
Bays of *Colchester*, the hundred Pieces assorted as follows, *viz.*  
Twenty Pieces Black, fifteen Pieces Parrot Green, fifteen Pieces Sky Blue, twelve Pieces of the best Yellow, ten Pieces Scarlet, ten Pieces Red, eight Pieces Violet, five Pieces very White, five Pieces Carachuca, a Colour which I am quite ignorant of.  
Stockings, Worsted, of the first and second Sort.  
Ditto, Silk, ordinary knit, in Packets of ten Pair, *viz.*  
Three Pair Sky Blue, two Pair Dove Colour, three Pair Parrot Green, two Pair light Yellow.

## From FRANCE.

Several Sorts of Linc., as Rouennes, Florettes, Blancartes, &c.  
Castor Hats, two Thirds White, and one Third Black.  
Plush Velvet, the twelve Pieces assorted as follows,  
Four Pieces Mulk, two Pieces Olive Colour, two Pieces Amber Colour, one Piece Sky Blue, one Piece Flesh Colour, one Piece Parrot Green, one Piece Black.  
Stuffs called Lamas, twelve Pieces, assorted as follows,

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Three Pieces Flesh Colour, three Pieces Sky Blue, three Pieces Parrot Green,  
three Pieces Caracucha.

Thread Stockings.

Laces, Gold and Silver, from one to eight Fingers wide, one Third of each Sort.  
Cuts of black Laces, a Foot, or half a Yard wide.

*From Holland and Flanders.*

Cloth, fine, of two Aunes wide, twelve Pieces, assorted as follows, viz.

Two Pieces Black, two Pieces Scarlet, two Pieces of a light Nut Brown, two  
Pieces Olive, two Pieces of deep Cinnamon, and two Pieces of Musk.  
Cotton printed Cloths, called Guineas, which are denominated Hollandillas in  
*Spain*; twenty-five Aunes long, and the Assortment of a hundred Pieces to be  
as follows, &c.

Thirty Pieces deep Blue, twenty Pieces pale Blue, fifteen Pieces Parrot Green,  
fifteen Pieces Orange, ten Pieces Musk, five Pieces Yellow, and five  
Pieces Flesh Colour.

Or as the subsequent;

Fifty Pieces of Blue, deep and pale, ten Pieces of a pale Flesh Colour, ten  
Pieces of Parrot Green, ten Pieces of Orange, ten Pieces of Musk, ten  
Pieces Yellow.

Some Pieces of Goods made of Goats Hair, wide and narrow very fine, of Musk  
and black Colours.

Nappereils, Palimites, Serges of *Leige* of a deep Scarlet; ditto, corded, of *Holland*  
of lively Colours; Dimities, Browns and Greens.

Says, fine, half Black and half of a very good White.

Tapes, White, made of *Erverwelt* Thread, of twenty-eight Threads, the two  
Thirds.

Ditto, Flesh Colour, of eighteen Threads, the other one Third.

Castor Hats, fine, two Thirds White and one Third Black.

Pepper and Cinnamon, when they are cheap; as the Charges run high on them.

Cloves and Mace, in a small Quantity, as the Consumption is not great.

*Russia* Hides; Musk in the Cods and out of them.

Wax, White, in Cakes of five Roves: Knives, with Ivory Handles.

Stuffs of *Leyden*, of a fine Black, two and three threaded Velvets.

Plush Velvet.

Silk Brocades of plain Colours, among which must be neither Red nor Flesh  
Colour.

Barragons of *Lisle*, and double ones of *Valenciennes*.

Picote Woollen, of modest Colours and Browns.

Ditto, Silk, Lamparilles and Anascotes.

Serges, fine, of *Germany*, all of brown Colours.

Cambricks, of the finest and clearest Sorts.

Hollands, very fine; and Laces of all Sorts, especially fine.

Lace, called Cortes, of the Price of eight or sixteen Rials of Plate the Yard; the

Assortments of the Cortes of *Anvers* are made for a hundred, as follows, viz.

Twenty Sorts of Tranfillas, in two Assortments, viz.

Ten of the same Pattern, from two to four Inches wide.

Forty Aluxeriados, with small Holes in;

twenty-five from two to four Inches Width,

fifteen from two to five Inches Width,

Twenty Puntas de Mosquito, the half from three to eight or ten Inches  
wide, and the other Half from four to eight or ten Inches wide, but each  
Sort to be of the same Pattern.

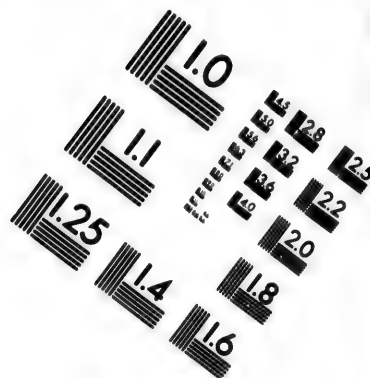
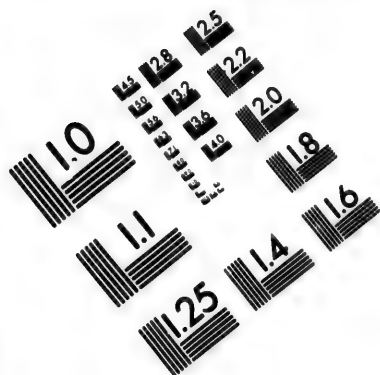
Ten Licenciados, very fine, of one or two Inches wide, and some from three  
to four Inches wide, for Women's Head Dresses.

Tranfillas and Aluxeriados, of the finest, from one to two Inches wide.

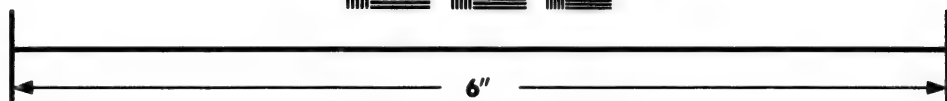
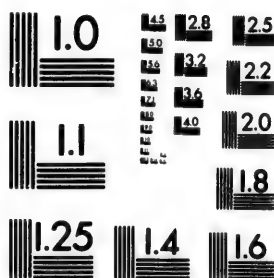
Damask Napkins and Table-Cloths

Some Platilles, Estopilles, and Bocadilles.





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## From ITALY.

Lames of Silk of *Naples*, the ten Pieces assorted as follows, *viz.*

Two Pieces Flesh Colour, three Pieces Parrot Green, two Pieces Sky Blue, and two Pieces Dove Colour.

Silk Stockings of *Milan* with long Clocks, each Dozen separate, with the following Colours.

Three Pair Dove Colour, three Pair Parrot Green, three Pair Sky Blue, three Pair light Yellow.

Ditto, for Women, of the same Colours.

Ditto, of *Messina* and *Genoa*, about half the Quantity as from *Milan*.

Ditto, for Children, of the same Colours.

Guirviones, or Corcondilles of *Naples*, *Messina*, and *Genoa*, of Brown Colours.

Silk Estaminas and Gorgeranes, of the same Colours.

Plain Silks of *Florence* of a low Price, the ten Pieces assorted thus ;

Three Pieces Parrot Green, three Pieces Dove Colour, one Piece Sky blue, one Piece light Yellow, one Piece of a fine white, one Piece of an Amber Colour.

Flowered Silks of a middling Price, with lively Colours, and some Brown.

Gold and Silver Silks, from twenty to twenty-four Rials of Plate the Yard.

Lamas, of lively Colours, all with Silver, and none with Gold.

*Calabria* Silk, a hundred Skeins, sorted as follows ;

Fifty Skeins Brown ; ten Black, Pearl and White ; ten Parrot Green ; ten Dove Colour ; ten deep and Sky blue ; five deep Green ; five deep Yellow.

Since the above Calculation was made, the *Spaniards* have improved greatly in their Manufactures ; and now, at least in a great Part, supply several of the preceding Commodities from their own Looms ; of which Don *Geronimo de Uztariz* says, in his Theory and Practice of Commerce, there were formerly no less than sixteen Thousand in *Seville*, though they now are reduced to about three hundred ; which Decrease, though a seeming Contradiction to what I have asserted of the *Spanish* Improvements, is, however, not so in fact ; as the Decay of Trade in one Place has been more than equivalently augmented in another ; thus the City of *Valencia*, *Alicant*, *Alicoy*, &c. have gone on for some Years past increasing both in their Silk and Woollen Manufactures, inasmuch, that it is now computed there are in this kingdom only two thousand Looms ; in *Catalonia* above five hundred ; and in the Kingdom of *Granada* a thousand : And as there are also several of both Sorts in other Provinces, we may reasonably conclude, there are not at present so few as ten thousand in all *Spain*, which one would imagine should be sufficient to clothe both Rich and Poor, as the Inhabitants of *Spain* are not supposed to exceed seven Millions and a half ; however we find the contrary, and though the Imports to that Kingdom are greatly diminished within a few years past, yet they still continue very considerable, more especially to furnish out the Assortments proper for the *American* Settlements : Wool and Silk are the natural Products of this Country, so that the Natives have a constant Supply of Materials for their Manufactures within themselves, and the Crown has prudently prohibited the Extraction of the latter, in order to encourage them, as I doubt not it would the former, did not the Sheep produce more than sufficient for the Subjects' Use. A Patent for the making of Crystal Glafs was granted on the 30th of *January*, 1720, to Don *John Goyeneche*, which still continues ; and the same Gentleman undertook the cutting down, and conveying from the *Pyrenees*, Mafts, and Timber for Shipping, which he still performs, by having established three Works, in the highest and most craggy Parts of those Mountains ; one of them in the Kingdom of *Aragon*, upon the Mountains of *Espuna* ; another in the same Kingdom, in the Valley of *Hecho*, and upon the Mountains of *Oza* ; and the third in the Kingdom of *Navarre*, in the Vale of *Roncal*, and upon the Mountains of *Maze*, *Zurizabeiti*, and *Tzeizpeta*, all being brought by Land and Water Carriage into the River *Ebro*, for his Catholic Majesty's Navy. It is also owing to the Industry of this great and useful Man, that many Fabricks of Pitch and Tar are established in many Parts of the Kingdom of *Aragon* and *Catalonia*, more especially in the Mountains of *Tortosa*, where the great Plenty of Pines affords

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affords sufficient Matter for a very large Increase of these necessary Commodities ; and indeed most of the Mountains in *Spain* are covered with these Trees, and the Extraction of these Refins so easy, that it is a Matter of Surprise any Importation of it is permitted from other Parts ; yet I believe much more is brought in than made here, notwithstanding what Don *Geronimo de Uztariz*, before quoted, asserts, that the Manufacture of all Kinds of Rigging in *Port-Royal* is with Hemp and Tar of the *Spanish Growth*. At *Sada* in the Kingdom of *Gallicia*, Cables, Cordage, and Sail Cloth are made, as this latter was, some Years ago, by that good Subject and consummate Statesman the Prince of *Campo Florido*, then Viceroy of *Valencia*. The aforesaid Don *John de Goyeneche* established with his Glas Fabrick twenty-six Looms for Cloths, which manufactured fifty thousand Yards yearly for clothing the Troops ; besides others for Soldiers' Hats, Buff, and Shamois Leather, Looms for weaving Silk Handkerchiefs, Ribbons, and Girdles ; a Distillery for Brandy and *Hungary Water*. In *Madrid* has been set up a Manufacture of Tissues, Lust-rings, and other Silks, in Imitation of those made at *Lyons* in *France*, and from whence most of the Artificers have been drawn ; without the Gates of that Metropolis has likewise been raised a Fabrick of fine Tapestry, similar to those of *Flanders*, under the Direction of Masters and Workmen from that Country. The Fabricks of fine Cloths at *Guadalaxara*, *Valdemero*, *Alcoy*, &c. are very considerable, and are undoubtedly greatly improved both in Quantity and Quality within a few Years past ; yet our above-mentioned Author must excuse my dissenting from his Determination in Favour of the latter, when he asserts they are as fine as the *English* ; for I cannot allow them to be equal to the *French*, much less to what is undoubtedly their Superiors ; and I speak this with due Deference to Don *Geronimo's* Judgement, which I revere in other Particulars, though in this it seems something biassed and prejudiced in Favour of his Country.

The *Spaniards* are well known to have excellent Iron, and may whenever they please cast very good Cannon, Ball, &c. at their Foundries of *Lierganes* and *Cavada*, which are but at a small Distance from the Dock Yards of *Guarnito* and *Santona*. From the Fabricks of *Eugui*, *Azura*, and *Iturbieta*, a Supply of Bombs, Grenadoes, Ball, and Grape Shot, may be drawn, and Gunpowder is made, all glazed, in several Parts of the Kingdom. In the Forges of *Placentia* in *Guipuscoa*, only three Leagues distant from the Sea, is manufactured a considerable Number of good Fire-Arms, so that they may easily be conveyed by Water to any of the Yards, as Nails, Anchors, and other Iron Works, proper for Marine Uses, may be, their Forges enjoying the same advantageous Situation ; Hemp grows plentifully in several Parts of *Spain*, and might easily be increased, if the Natives set about its Cultivation, particularly in the Plains of *Granada*, *Murcia*, and *Valencia*, where I have seen five Crops of it, and its Price so reasonable, that my afore-mentioned Author says, a Proposal was made to furnish the King with 25,000 Quintals, at four Dollars per Quintal, clear of all Charges.

I shall now say something concerning the Companies established in *Spain*, and with this close up my Account of the Trade of that Kingdom.

#### *The Royal Company of the Philippines.*

THE first Association in this Country was that now mentioned, whose Charter was dated at *Seville* the 29th of *March*, 1733, with the following Articles.

This Company was established to carry on a Trade directly to the *Philippines*, and had a Privilege, Art. I. To sail to the said Isles, and to trade there, and in the *East-Indies*, and on the Coasts of *Africa*, both on this, and on the other Side of the *Cape of Good-Hope*, and in all the Ports where other Nations have a free Trade. Art. II. and III. This Privilege is exclusive, and all former Permissions given are hereby revoked. Art. IV. This Company may hoist the King's Arms in all their Colours, have a Seal, bearing the Arms of *Cadiz*, to use in all their Affairs. Art. V. The Ships of this Company shall pay no Duties, being considered on the Footing of the Royal Navy ; and the Charity for the Seminary of *St. Elme*, and the Admission of Youth for the Study of Navigation, shall be at the Choice of the Directors.

Art.

Art. VI. As also the Nomination of the Masters, Carpenters, and Caulkers; on Condition, however, that they be with the King's Approbation. Art. VII. If the King sells or freights any Ships to the Company, they shall be such as it requires; and the Price of the Sale or Hire shall be agreed between the Intendant and Comptroller of the Marine at *Cadiz* on the one Part, and the Directors of the Company on the other. Art. VIII. IX. X. XI. and XII. They may build Ships in any Part of the King's Dominions, or out of them; and if they buy them abroad, they may bring them to *Cadiz*, without paying Duties, except on those they re-sell; and all the Cordage, Sails, &c. shall enjoy the same Exemption, as those used immediately for the King's Service; and in Case they want any Thing from the Royal Arsenals, it shall be delivered them for its just Value. The Company may settle Magazines wherever they please, which shall enjoy the same Privileges as the King's, and be visited in like Manner with these, on Suspicion of any Fraud. The Directors may nominate their Officers from among any Foreigners, provided that the Captain and half the Crew are *Spaniards*. Art. XIII. XIV. XV. and XVI. And the Company may also name Strangers, for their Factors, who, as well as the Officers, shall be subject to Punishment if they do not actually follow the Directors' Orders. The King will grant the Company some Troops, if necessary; and if the Ships of the said Company, which are prohibited going to *America*, are forced on that Coast, they shall be regarded as Men of War, and provided, at a reasonable Price, with all they want; and in Case they have not sufficient Cash to discharge the Expence, they shall be supplied with it from the Royal Coffers, and the Company shall reimburse the King at *Cadiz*. Art. XVII. XVIII. XIX. and XX. The Company may freely embark any Merchandize and Products, either of *Spain* or other Countries, to sell or truck; and they may also load 500,000 Dollars, more or less, on each Ship, to employ in the Purchase of Goods; and in Case any Silver remains, they may truck it for Gold, and on the Extraction of the said Silver they shall pay no Custom, &c. The remaining Articles, to the Number of fifty-two, are concerning their Cargoes, Customs, &c.

Concerning the Guipuscoa Company.

THE Province of *Guipuscoa*, seeing their Countrymen despoiled of the *Caracas* Trade by Foreigners, offered his Catholick Majesty, to equip for his and the Nation's Service, some Men of War, and to send them to the *Caracas*, to facilitate the Means of preventing the said Detriment, and secure the future Advantages of that Trade to themselves; his Majesty admitted the Offers, and granted the said Province an exclusive Charter for that Trade, on the following Conditions.

1. That the Province should erect a Company, and send yearly to the *Caracas* two Ships of forty or fifty Guns, laden with the Products of *Spain*, which shall proceed to the Port of *Guayoa*, and being unladed, shall go out and cruise on the Coast, and take all Ships and Vessels they shall find carrying on an illicit Commerce, and may extend their Cruise from the River *Oronoko* to the River de la *Hacba*, for which Purpose they shall be furnished with a Commission from his Majesty.
2. That the two Ships shall be loaded at *St. Sebastian*, or at *Passage*, and instead of the Royal Duties which they should pay at *Cadiz*, they shall render to his Majesty an equivalent Service, and sail directly from *Guipuscoa* for the *Caracas*.
3. That on returning with their Cargo of Cocoa, Silver, Gold, Tobacco, Sarsaparilla, Hides, and other Products of those Parts, they shall proceed to *Cadiz*; and after having been visited, and the Royal Duties paid, they may transport to *Cantabria* such Part of their Lading as they shall think proper, without suffering the considerable Expence of delivering and re-shipping their Goods.
4. That the Prizes which they shall make in *America*, shall be divided one-third to the Crew, and two-thirds to the Company.
5. That the Merchandize taken may be sold at the *Caracas*, on paying the King's Customs. The Ships taken, with their Ladings of Cocoa, and other Goods,

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Good s, shall be registered and sent to *Spain*, and the Ships that shall be deemed fit for Cruisers may be equipped for that Purpose.

6. That the Company's Factors, having any Quantity of Cocoa remaining, may send it to *La Vera Cruz*, in the Barks appointed for the Trade permitted to the Inhabitants of the *Caraccas*.

7. That the Factors shall be obliged to supply with Goods, besides the Province of *Venezuela*, those of *Cumana*, *Margarita*, and *la Trinidad*.

8. That the Governor of the *Caraccas* shall be nominated Judge Conservador of the Company and their Dependencies, with a Prohibition to all Tribunals and Ministers to intermeddle, with a Right of Appeal to the Council of the *Indies*.

9. That the said Ships shall be exempt from paying Strangers' Duties, &c.

10. That his Majesty will maintain the said Company under his Royal Protection, and make those concerned in it to enjoy all the Rights and Honours that appertain to those of his Royal Navy; and the Share which any one shall take in this Commerce shall not prejudice his Honour, Estate, or Reputation, neither directly or indirectly; but on the contrary, this shall be a new Lustre added to his Gentility, his Services, his Character, &c.

The said Company formed Bye-Laws, for their better Government, to the Number of twenty-four, which I excuse adding as superfluous here; and for the same Reason shall omit mentioning the Steps taken by the *Dutch*, by their Ministers at *Madrid* and *Paris*, to obtain a Revocation from his Catholic Majesty of the said Company's Patent.

#### Commerce of PORTUGAL.

THERE is hardly a State in *Europe*, with the Title of a Kingdom, and whose King has no additional Territories, that is of less Extent than that of *Portugal*; and yet no one has pushed Trade farther, or has maintained it with a superior Reputation. Its great Conquests in both *Indies*, its Establishments in many places on the Coast of *Africa*, and the Possession of the *Azores*, *Madeira*, and *Cape de Verd* Islands, for a long Time supported the said Commerce, which it might probably have yet preserved, had the Union between this Kingdom and *Spain* never happened.

This Union so fatal to the *Portuguese* Trade, was agreed on in 1580, after the Death of Cardinal *Henry*, Successor to the unfortunate *Sebastian*, who was killed at the Battle of *Alcacer* in *Barbary*, the 4th of *August*, 1578; and thereby becoming Subject to the *Spanish* Monarchy, it found a very formidable Enemy in the *Dutch*, who were combating for Liberty, almost at the same Time that the others began to suffer the Yoke which they were shaking off.

*Brazil* was soon lost, and their new Enemies became Masters of a Part in their *East-India* Conquests; and being likewise bereaved of a Share of their Colonies on the *Guinea* Coast, they had barely Power left to support the remaining Part of their *African* Trade, which had formerly being equally glorious and profitable to them. It is true that after a constrained Union, or rather Servitude of sixty Years, *Portugal* recovered its primitive Power or Liberty, and all the States, which it had remaining in the other three Parts of the Globe, were unanimous with it, in electing *John Duke of Braganza* for their King, who was accordingly proclaimed on the 1st of *December*, 1640.

But the fatal Blow to the *Portuguese* Commerce was struck; for although they afterwards re-possessed *Brazil*, and their Forts and Establishments on the *African* Coast were restored to them, those of the *East-Indies* were never again settled; insomuch, that the Trade since carried on at *Lisbon*, is nothing in Comparison with what it formerly drove, when the Riches of *Persia*, *Arabia*, the States of the *Mogul*, the Coasts of *India*, *China*, *Japan*, and all the Isles of that vast Part of the Ocean beyond the Line, came to be united at *Goa*, the Capital of their *East-India* Conquests, and were by numerous Fleets brought to *Lisbon*, for their Distribution to all the Nations of *Europe*, by the Hands only of these their sole Importers.

The present Trade of *Portugal* is principally carried on by Foreigners; and the chief Places for it are *Lisbon*, *Porto Port*, *Ulla de Conda*, *St. Ubes*, and *Faro* in *Europe*; though in the Commerce of their *American* and other Settlements, none but the Subjects can openly be concerned. Of that with the *English* I have already spoke, and shall now mention what Branch the other Nations are engaged in. The *Dutch* send to *Lisbon*, all Sorts of Linen, Woollen, and Silk Manufactures; such as printed Cottons, and Chints, Mullins, and Cambricks, *Holland*, *Osnabruck*, and *Silesia* Linens, Black Silk and others, *Delft* Serges, Men and Women's Clothes ready made, Wigs, Hats, and Gloves, Silk and Worsted Stockings, *Russia* Hides, Copper Pans and Kettles, Steel, Mercery, and Hardwares, Powder, Cannon Balls, Hemp, and Flax, Corn, Paper, and Cards, besides which, most of the Merchandizes sent from *Holland* to *Cadiz* are proper for *Lisbon* or the *Brazils*.

And in Return they take from the *Portuguese*, *Brazil* Sugar, Tobacco, and Snuffs; *Fernambuc*, *Campeche*, and *Brazil* Wood, Hides, Cotton, Ginger, divers Drugs, Sweetmeats, Indigo, Cochineal, Sumack, Anniseeds, Wool, Oil, and Olives, Figs, Raisins and Almonds, Oranges and Lemons, Pearls, Diamonds, and other precious Stones, Gold and Silver Ingots and Coin.

The *French* Trade with *Portugal* is but small, as his most Christian Majesty brought it to this low Ebb, by prohibiting the Importation to his Dominions of *Portuguese* Sugars and Tobacco; there is, however, a Sale of some of the *French* Brocades, Perukes, &c. though to no great Value.

The Commerce with *Italy* furnishes them with Paper, and some Linens from *Genoa*; Glass Works from *Venice*; and Silk from these and most other Parts of this Country; who carry back with them Sugar, Hides, Tobacco, &c.

From the northern Powers are brought here Hemp, Flax, Tar, Pitch, Iron, and all other naval Stores for the King's Yards and otherwise; besides Copper, some Linen, &c. and the Ships bringing these Commodities, of which the *Sweedes* are always most, relade with Wine, Brandy, Oil, Salt, Oranges, Lemons, Cork, Sumack, and some few other Commodities.

The *American* Trade employs a great Number of Ships; as there sail annually from *Lisbon* and *Oporto* twenty to twenty-two Merchant-Vessels for *Rio Janeiro*; thirty for the Bay of *All Saints*; as many for *Pernambuc*, and seven or eight for *Paraiba*; those for the two first Places, of five hundred Tons Burthen; but for the latter, not above half as big.

All the Ships destined for the same Part sail together, and observe the same Method in their Return; those of *Oporto* joining those of *Lisbon*. The *Paraiba* and *Pernambuc* Fleets depart all in Company, and come back in like Manner: And the King grants five Men of War yearly to convoy these Fleets, viz. two for *Rio Janeiro*, two for *All Saints* Bay, and one for *Pernambuc*; sending some Vessels to meet them on their Return in the Latitude of the *Azores*. The Departure of all these Ships for *Brazil* is commonly in *March*, and their Return in *September* or *October*; and formerly it was permitted to carry Silver with them for Trade; but now this is prohibited, and their Cargoes restrained to be Goods, of which the following ones are the Chief, viz. Flour, Wine, Brandy, Oil, ordinary Worsted Stuffs, Linen and Thread of the Country; Silk Stockings, Hats, Baïse, Serges, and other Woollens from *England* and *Holland*; whitened Linen called *Panicos*, and raw ditto named *Aniages* and *Groga*; Copper Plates, and other Requisites for the Sugar Engines and Mills from *Hamburg*; some Linens from *Bretagne*; a few Druggets, Serges, and clouded Brocades of all Sorts of Colours from *France*; and Tabbies, Taffeties, sewing Silk, Paper, &c. from *Italy*. The *English* Goods, however, make up the best Half, and generally find the best Dispatch. From the Bay of *All Saints* the Ships come laden with Tobacco, Sugar, Sugar-Candy, Indigo, Whale Oil and Fins, which come ashore here in great Quantities from *June* to *September*, Cotton, Oil, and Balsam of *Capaiva*, *Ipecacuanha*, *Pareira*, *Brava*, or the wild Vine, affirmed by Mr. *Savary* in his Dictionary, to come from hence, though denied by Dr. *James*, in his Dispensary, to be a Native of this Country, as he says that it is of the *East-India* Growth; both allow it to be a good Diuretic, and the former reports that the *Portuguese* regard it as a Specific for the Stone and Gravel, which induced me to mention it here, some Cinnamon, long Pepper, Ginger, Elephants' Teeth, from the Coast of *Africk*, Copper from *Angola*, Hides, Silk, dying and

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sweet scented Woods, Saffron, Rocou, Laque, Rock Crystal, Cocoa, Ambergris, that the Sea sometimes throws ashore, Amethists, of which here is a Mine, Gold, found in the Gravel of a River near a Place called *St. Paul*, of which the King's Fifth may nearly amount to eight or nine hundred Marks, and all Sorts of Sweet-meats wet and dry.

The Ships that touch here from *Goa*, in their Way to *Europe*, furnish the Inhabitants of *Brazil* with Spice, Drugs, and other *Eastern* Merchandize; and by those from *Angola* and *Congo* they receive their Negroes, at least fifteen thousand yearly, Ivory, Wax, Honey, Civet, Gold, and all other Commodities that those Parts produce; but these Goods, the Slaves excepted, are mostly sent to *Portugal* in the *Lisbon* Fleet.

*Pernambuc* produces only Sugar, and *Brazil* or *Fernambuc* Wood, being steril in the Necessaries of Life; and the Inhabitants, who are more numerous than in any other part of the *Brazils*, would hardly be able to subsist without the foreign Supplies the Ships bring them; on the contrary, *Rio Janeiro* is extremely fertile in sugar, Indigo, and Cotton, as it would be in Tobacco, was the Growth of more than what suffices for the Inhabitants' Use not prohibited; it likewise brings Wheat to Perfection, and has *Brazil* Wood, Hides, and Fish Oil in Plenty.

It is particularly with the *Portuguese* of this Part that the *Spaniards* of *Buenos Ayres* carry on their Trade; these furnishing them with Flour, Biscuit, Salt, or dried Meat: and the *Portuguese* giving in Exchange Sugar, Tobacco, Indigo, Wine, Brandy, Rum, and several other Merchandizes that they receive from *Europe*.

The principal Company which the *Portuguese* have is that Trading to the Coast of *Africa*, of which I shall give some Account, and with it conclude my Treatise on this Nation.

*The Portuguese African Company.*

THE true Object of this Company's Trade is the furnishing *Brazil* with Negroes; and their Patent bears Date from the Beginning of the Year 1724, under the following Articles:

1. The new Company engages to build a Fortrefs at their own Expence at the Mouth of the River *Angre*, over-against the Isle of *Corisco*, which belongs to the King of *Benin*, near the Coast of *Gabon*, otherwise called *Pongo*, in 1°. 30'. South Latitude.

2. That they shall furnish as many Negroes as the *Portuguese* Plantations in *America* shall have Occasion for.

3. That it shall not be permitted either to *Portuguese* or foreign Ships to traffick on the said Coast, on Penalty of forfeiting Ship and Cargo.

4. Nevertheless if any Ships are forced thither, either by Storm or some other Necessity, the Company's Factors may permit them to water, and likewise sell them the Provisions they may stand in Need of, without permitting them, however to transact any Business.

5. That this Concession shall last for fifteen Years, after which it shall be lawful for his *Portuguese* Majesty to prolong the Term, or to re-enter into Possession of the Country granted.

6. In this last Case, his Majesty may take Possession of the Forts, Artillery, Ships, and other Effects of the Company, on paying ready Money for them, according to the Valuation.

Some Time after this Grant was made publick, the new Company fixed up at *Lisbon* Billets, declaring the Conditions under which an Interest might be had therein, the Funds it would consist of, and the Price of the Actions. These Conditions were couched in twelve Articles, of which the principal ones are.

That the Fund shall only be one Million of *Crusades*.

That the Actions should be worth a thousand *Crusades* each, of which the Proprietors shall pay three Hundred *Crusades* at subscribing, the same Sum in the Month of *December*, 1724; and the remaining four hundred *Crusades* whenever the Company thinks proper, after six Months' Notice.

That those Proprietors, who shall not comply with the Payments at the Time prescribed, shall forfeit what they have already advanced.

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That the Company shall pay the Proprietors, a Year after the first Undertaking, a Dividend of five *per Cent.* on the Capital Sum they shall have paid in, and this taken from the Profits which the Company shall make by their Trade.

In fine, that the Chief or general Commander, who has undertaken to form this Company, shall have fourteen *per Cent.* upon the Profits that it shall make, on which he undertakes to pay the Factors, and other Persons, that he shall deem necessary to be employed, on the Coasts of *Africk*, at *Lisbon*, *Brasil*, or elsewhere.

*Portugal* has lately erected two Companies to manage the *Brasil* Trade, namely those of *Grand Para*, and *Pernambuc*; which Measure has subjected our *Portuguese* Trade to many Restraints, and been the Subject of several Memorials from our Consul and Merchants at *Lisbon*, to the *British* Minister at that Court, on the Foundation of the Treaties subsisting between us; but hitherto, as far as appears, without Effect.

### OF THE TRADE OF ITALY.

*And first of that of Venice.*

THE Commerce of this Republick is hardly to be imagined, though there is no Comparison between the present and former State of it, when it was from hence that all the other *European* Countries were furnished with the Products of all the *East*; however, it is yet so considerable, as to stand the first, and I think by far, among the trading States of that Part of the Globe.

The Quantities of Gold and Silver Tissues, and other Silks made here, are prodigious, and are sold in all Parts of *Europe*, where these Sorts of Commodities find a Dispatch; but the Consumption is more particularly great in all the *Levant*, where it spreads daily more and more; and it is asserted for a Truth, that the *Turks* take off larger Quantities than all *Europe* put together; besides which, the State produces Rice, Currants, Looking-Glasses and other Crystal Works, Beads, Laces, Gloves, Snuff-Boxes, Silk, Coral, Tartar, and Cream of Tartar, Oil, Olives, Drugs, fine Lacque, Orpiment, Annis and Coriander Seeds, Brimstone, fine Steel, Turpentine, and Soap: These likewise make some Cloth here, which was formerly greatly valued for its Use, though its Quality is not a little inferior to the *English*, *French*, and *Dutch*. The *Armenians* established at *Venice*, and those who annually arrive there, contribute greatly to the Support of its Trade, in which the *English* and *Dutch* Ships also find a Convenience, as these are generally the Carriers of the said Merchants' Goods from the *Levant*. I have already briefly mentioned the Particulars of its Trade with us, in which thirty or thirty-five Ships are annually employed in carrying there Lead, Tin, Pepper, Sugar, Ginger, Dying Woods, Hides, Woollen Goods, Herring, Salmon, Pilchards, Stock-Fish, &c. which Ships return laden with Currants, Hemp, Brimstone, Beads, Drugs, Oil, sometimes Rice, &c.

From *Hamburg*, *Holland*, *Norway*, and the *Baltick*, ten or fifteen Ships arrive yearly with Dying Woods, Pepper, Cinnamon, Cloves, Mace, *Russia* Hides, Brats, Iron, Pitch, Tar, Stock-Fish, &c. And these Ships reload with the same Goods as is before-mentioned for *England*, with the Difference that to these Places are carried more Silks.

Formerly there came annually from *Lisbon* to *Venice* near three thousand Chests of Sugar, in Return for the Cargoes of Corn sent there from *Ancona*, *Sicily*, and the *Levant*; as also Rice, *Turkey* Wheat, Steel, Looking, Drinking, Window Glasses, &c. But, as for some Years past, the same Quantity of Sugars has been introduced from *France*, the Trade from *Portugal* has in Proportion gone on decreasing, as this has augmented.

From *Cadix* and other Ports of *Spain*, *Venice* gets Indigo, Cochineal, Wool, Barilla, &c. for the Produce of the same Effects as were sent to *Lisbon*.

To *Genoa* and *Leghorn* are sent many Cargoes of Corn, which the *Venetian* Vessels commonly load in the *Archipelago*, and some Window Glasses, &c. sometimes repaid in Goods, but oftener by Remittances.

There are sent to the Kingdoms of *Naples* and *Sicily*, large Parcels of ordinary Cloth, Steel, Iron, Writing Paper, Looking, Drinking, Window Glasses, &c. and received from thence, Oil of Almonds, Sols, Pistachoes, Silk, Pitch, Lemons, and Lemon Juice.

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In fine, the Trade which *Venice* carries on with the *Morea* in the Gulfs of *Le-panto* and *Athens* ought not to be forgotten; as it is from these Places, that a great deal of Wool, Silk, Wax, Galls, Valonea, Oil, Cotton, Grain, Honey, Tar, &c. are extracted, besides a prodigious Quantity of Cheese; for which the *Venetians* generally pay in Money, except some Loadings of Fir and Larch Planks, with a few Nails and old Iron, which, however, employ several Ships continually.

This is the principal Commerce that *Venice* carries on by Sea; that which she transacts on *Terra-firma* is also very considerable; for, besides what it has with a great part of *Germany*, it furnishes all the Wants, either from the East or West, of the States of *Parma*, and *Placentia*, *Modena*, *Bologna*, *Ferrara*, *Mantua*, *Milan*, and all *Lombardy*; and even of *Piedmont*, by Means of the Rivers, which facilitate its providing all these Places on easier Terms than by *Genoa*, *Leghorn*, or *Ancona*; besides this, it also sends all Sorts of Goods into its own and the *Ecclesiastical State*; more particularly a great Quantity of Wax, which is wrought, and finely blanchd at *Venice*; here are likewise Sugar Refineries, with which is carried on a good Trade, as there is with Soap, Glass, &c. And the sole Privilege to sell Tobacco, imported from *Salonica* and *Albania*, in the *Venetian Territories*, actually produced in the Year 1741, the Sum of 736,000 effective Ducats, which make 950,000 Current, for the Term of five Years.

And to preserve the considerable Trade carried on with *Germany* and *Turkey*, which in Value surpasses all others, the Republick has granted large Privileges to the Merchants of both Nations, established in this Capital, and has assigned vast Edifices to the one and the other, as well for their Habitation, as a Deposit for their Merchandize; that of the *Turks*, called the *Palace of Turkey*, and that of the *Germans*, *Il Fondaco de Tedeschi*.

If any Dispute happens between the *Turks* and the Republick's Subjects, in which the former think themselves offended, they demand Satisfaction in so haughty a Manner, and receive it so promptly, that it seems as if there was a Fear to Refuse it them.

In Regard of the Traffick with the *Germans* in *Stiria*, it is partly by Sea and partly by Land in Waggons; and with this I conclude the Trade of *Venice*; though before I close the Section, I shall add the following Method of calculating the *Venetian Money*, as I was not so explicit about it when I treated of its Bank.

*Concerning the Agios at Venice, and the Difference between Bank and current Money.*

THERE are two Agios, the one constant and fixed of 20 per Cent. called the Bank Agio; the other fluctuating like that of *Amsterdam*, and is from 120 to 128, which is called the *Sopragio*, because it is calculated on the Bank Money, after the first Agio is added.

*As for Example,*

Ducats 2000 Banco at the Sopragio of 128  
 $\div$  400 Bank Agio of 20 per Cent.

2400	} Sopragio of 128.
20 480	
4 96	
4 96	

Ducats 3072 Current.

128 100 3072 to 2400, from which deducting  $\frac{1}{4}$  for the Bank Agio of 120  
 $\div$  400

Ducats 2000 Banco.

But however the Sopragio vary, be it 128 more or less, such Sum of Ducats current will be reduced to Ducats 83 $\frac{1}{4}$  Banco.

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From hence it appears that by making  $82\frac{1}{2}$ , the middle Term, or by multiplying the Current Ducats by  $83\frac{1}{2}$ , and dividing by the Sopragio, the Amount in Bank will be given.

128	$83\frac{1}{2}$	3072	Ducats 2000 Banco.
		$83\frac{1}{2}$	
		9216	
		24576	
		1024	
		256000	
		2000	

The Bank of *Venice* is shut on all Holidays, and every *Friday* of the Week in which there is no Holiday; besides which there are four Times of the Year in which it is shut, for several Days together, agreeable to the Order of the Senate 29 Feb. 1737, and not as I by Mistake mentioned in treating of the said Bank, viz.

The first shutting of the Bank to begin the *Saturday* before *Palm-Sunday*, and open the first *Monday* after *Easter Week*.

The second—on the 23d *June*, and open the second *Monday* of *July*.

The third—on the 23d *Sept.* and open the second *Monday* of *October*.

The fourth—on the 23d *Dec.* and open the second *Monday* of *January*.

#### Of the Trade of *Genoa*.

THIS Republic for a long Time disputed with that of *Venice* the Empire of the *Mediterranean Sea*, and the Trade to the *Levant*; but after the celebrated Victory of *Chiozza*, as mentioned in the Historical Introduction; they ceased to rival the *Venetians*, after they had done so for near three hundred Years; it is, however, certain, that they now only yield the Superiority in the *Levant* Trade to their ancient Competitors, as their's is supposed to be considerably greater to the Rest of *Europe*, and more especially to *Spain*; and it is besides by *Genoa*, that Foreigners carry on all their Trade with *Lombardy*.

Raw Silks, and in Skains, which the *Genoese* get from *Messina*, and other Ports of *Sicily*, and the fine rich Silk they make in their Capital, occasion a considerable Trade, and they see an annual arrival, however, of Ships, hardly credible, all of which take some of their Manufactures: It is true, that for some Time past, the Business of their City has not been so brisk as usual; but as it is to be hoped they will find some Means to re-establish it, I shall describe it as it has been, with my best Wishes that, *Phoenix* like, it may rise out of its own Ashes.

The Fabricks here are plain and flowered Velvets, and some with Gold and Silver Grounds; Damasks, Sattins, Tabbies, Gold and Silver Tissues, and many other Sorts of Silks, both plain and flowered; here are likewise Oil, Olives, dry Sweet-meats, Silk Stockings, Gloves, Breeches, and Waistcoats, Ribbons, Gallons, Paper, Soap, Rice, Oil, Olives, Figs, Almonds, Anchovies, Marble, Lemons, scented Oil, and Perfumes, Tartar, *Parmesan Cheese*, red Coral, Coffee, Cotton, and all Dying and Medicinal Drugs, that come from the *Levant*.

At present the *Genoese* Trade to *Smyrna* is but trifling, however they always keep a Consul there.

In the flourishing *Æra* of this Republic, it was Mistress of several Isles in the *Archipelago* and possessed many Cities and Towns on the Coast of *Greece*; and the *Black Sea*; *Pera*, one of the Suburbs of *Constantinople*, was once under their Dominion, which facilitated the carrying on a great Trade in the *Levant*.

The Decline of their Power, and the Loss of so many States, occasioned the Ruin of their Commerce in the Dominions of the *Grand Signor*, where their Merchant Ships are now rarely seen.

When

When foreign Merchandizes at coming in, Proportion to it remains unfolded.

In 1741 and to the Revival was inserted in the Articles, a similar Nature retained no Inchant, or the omitted.

The *Genoese* 1645, though remembered Capacity. The Company Time with N the *Genoese* was

I must here *Genoese* Domin rendered them towards making dence have be resolute Inhab in 1768, whe an indetermina French Forces glorious Conqu Pascal Pauli

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"THE V *Corficans* leave of that Isle, Inhabitants v the mysteriou 1735, I shall 1737, he com his Proceedin tion, consisti Difficulty; th taken to exte composed of conversant in and it is a find themself attended to th

When foreign Ships arrive at *Genoa*, which is one of the finest Ports in *Italy*, they deposit their Goods in a great Warehouse called *Porto Franco*, because the Merchandizes brought in to be sold, as well as that to be exported, pay no Duties at coming in, or going out; the Merchants only paying at the Custom-House in Proportion to the Sales they make, and it is permitted them to reimbarc whatever remains unfold, without any Imposition.

In 1741 an Insurance Company was formed at *Genoa*, which has contributed to the Revival of the Commerce of the Republic; the Plan of this Company was inserted in the former Editions of our Work, but upon a careful Review of the Articles, and comparing them with the Systems of other Companies of a similar Nature in *England*, *France*, and *Holland*, it was found that they contained no Information whatever that could possibly be of service to the Merchant, or the Statesman of the present Times, for which Reason they are omitted.

The *Genoese* have a *Levant* Company still subsisting, which was established in 1645, though it has for some Years past done so little Business, that it is hardly remembered to be an Association, its Transactions are so trifling in a corporate Capacity. They likewise had a Company established formerly under the Title of *The Company of the Grilli*, which supplied the *Spaniards* in *America* for a long Time with *Negroes*, but on their agreeing with the *Affiento* Company, this of the *Genoese* was overlet.

I must here introduce some Account of the Island of *Corfica*, as Part of the *Genoese* Dominions, and I am the more tempted to do it, as the Natives have rendered themselves so famous in their Struggles for Liberty, and done so much towards making themselves a free People. All their noble Efforts for Independence have been however rendered abortive; for *Genoa*, unable to subdue the resolute Inhabitants of this small Island herself, concluded a Treaty at *Verfailles*, in 1768, whereby that Republic formally ceded *Corfica* to the *French* King, for an indeterminate Time. In Consequence of this Measure, a considerable Body of *French* Forces being sent to take Possession of it, their Numbers soon effected this glorious Conquest over a handful of brave unhappy Men, and in 1769 their General *Pascal Paoli* left the Island.

It might have been apprehended that this Procedure would be considered as an Infraction of the Treaty of *Aix la Chapelle*, by which it had been provided that no Change should be made in the State of *Italy*: But however this may be, the Rest of *Europe*, even *England* itself, contented themselves with being mere Spectators of this Event; and though they professed to pity the Fate of *Corfica*, afforded no Assistance to check the Hand of Oppression, and succour expiring Liberty in a poor little Nation whose Number does not Amount to 200,000 Souls!

The *Mercure Historique* furnishes us with a short, though curious Account of them and their King *Theodore*, which I have translated, in Hopes it may be agreeable to my Readers.

"THE War which has subsisted for some Years between the *Genoese* and the *Corficans* leaves Room to doubt, whether they will remain with the Possession of that Isle, or whether it shall pass under some other Power, or whether the Inhabitants will obtain their Liberty. In the Interim, for the unravelling of the mysterious Intrigue, which King *Theodore* has played, who was elected in 1735, I shall here observe, that on his Return to that Isle towards the End of 1737, he convoked the States of the Kingdom, to give them an Account of his Proceedings during his Absence; he afterwards made them a Representation, consisting of several Points, which they agreed to, without the least Difficulty; they were, above all, extremely well satisfied with the Dispositions taken to extend their Trade, and they established a Council of Commerce, composed of four *Corficans*, and the same Number of foreign Commissaries, conversant in Trade, from which they flattered themselves with great Success; and it is a Matter of Surprise, that a Nation till then hardly known, should find themselves in a Condition so suddenly to make themselves talked of. They attended to the Manufactures of divers Species of Goods; and the Crops were so

so abundant this Year, 1737, that the Corn, Wine, Oil, and other Fruits, were at a very low Price, which must naturally put the Chamber of Commerce in a Condition to procure great Advantages from Foreigners; but, as Money is very scarce in *Corfica*, they permitted the Inhabitants of the Low Country, to pay their Taxes and Capitations in Fruits, &c."

The principal Articles of King *Theodore's* Propositions were,

I. That they ought as soon as possible to set about making some Salt-Ponds, as the Nature and Situation of the Country promised to great a Quantity of that Commodity, as may load an Hundred Ships yearly; so that the Crown and Subjects might draw Advantages from this Branch of Commerce.

II. That they ought to encourage the Working of the Iron, Copper, and Lead Mines which are discovered, to extract not only Iron for common Uses, but for Cannon, Bullets, and other Things necessary to put an End to this tedious troublesome War, and thereby save the gross Sums sent out of the Isle to purchase them.

III. And as here is a great Abundance of Brimstone and Saltpetre, they ought to build a Mill on the most commodious River, to make what Gunpowder they shall need in the Kingdom, and repair the Want under which they have hitherto laboured in this Particular, without mentioning the vast Sums it has cost.

IV. They ought to encourage Agriculture, the Majority of the best Lands being uncultivated; and to this End, they ought to establish in each *Pieve* some Commissaries, intelligent in this Art, who shall be particularly charged to take Care, that the Peasants till each a certain Spot in their several Districts for their own Advantage; and in Parts improper for the Plow, each Peasant shall be obliged to plant at least four thousand Vines, or a thousand Olive Trees, and all Sorts of Exemptions shall be granted during ten Years for those Grounds so newly cultivated.

V. By an Ordinance published throughout the Kingdom, one constant and uniform Measure shall be established for all the Fruits growing here, such as Oil, Wine, Honey, Pitch, Tar, and other Commodities put up in Casks; and at the same Time, one Ell, one Weight, and one Buishel, similar and conformable to the Standards of other Trading Nations.

VI. Whereas a Quantity of Silk may be shipped for abroad, they should above all encourage this Branch of Commerce.

VII. And as nothing can contribute more to the Advantage of this Nation than a regular foreign Trade, and as our Kingdom is better situated than any other for it, with so great a Number of good Ports and Bays, we would have our good Citizens accustom themselves to it, by making them sensible of the Advantages arising from such an Application. To which Purpose we have thought proper to establish a College of Commerce for Account, and at the Expence of the Crown. The Commissioners of which College shall be obliged to purchase of our Subjects all their Fruits and Products of the Country, fit to be sent abroad, at a Market Price, paying them in Manufactures, or other Silver Coin; But, if the Peasant will not give his Products at such a price, he shall bring them into the Crown Magazines, where a Receipt shall be given him. The Commissioners shall send these Products with others, and their respective Invoices, to the Consuls and Correspondents of the Crown in foreign Parts, with an Order to draw out the particular Accounts of the Produce of these Effects, in Order that there be given to every one what belongs to him. The Proprietors shall receive at the College of Commerce the Returns, or Imports of their Accounts, on paying, besides the Carriage, five *per Cent* on the Capital, to defray the Charges; and if the Peasant be necessitous, and cannot wait for the Returns unassisted, he may receive from the College, the half, or two thirds of the Value of what he delivers, for which he shall pay on balancing Accounts half *per Cent*. for six Months, besides the five *per Cent*. aforementioned. And to give a greater Credit to the said College, we engage our Self and Crown for it. And we order our Consuls, Residents, or Correspondents, to contract and negotiate only with the said College, and they shall send us whatever we cannot pass without in our Isle. No Veisel shall

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shall be admitted without the Permission of the said College; and our Correspondents abroad shall have the same Credit as those here, and besides that, the Character of Counsellor of Commerce of this Kingdom.

VIII. And forasmuch as that our Kingdom abounds in Wood, Pitch, Tar, Hemp, and every Thing necessary for the Construction of Ships; this Article should be taken very seriously into Consideration, as also what concerns the Fishery, &c.

This little History is not intended solely to amuse, but will likewise serve to shew what that Island contributes to Trade, as the Commodities therein mentioned are the Total of its Products:

*Of the Trade of Naples.*

**T**HIS Capital of the Kingdom of the same Name is a Place of great Trade, and the Goodness of its Port attracts vast Numbers of foreign Vessels to it; but in order still to increase its Commerce, and raise it to the highest Pitch possible, Don Carlos, the late King, invited the *Jews* to settle there, by granting them several very great and singular Privileges, as will appear by the following Edict published on the 3d of February, 1740, by Order of his *Sicilian Majesty*, viz.

I. It is granted to all Merchants or others of the *Hebrew Nation*, a full and absolute Safe-guard, Faculty, and Permission, to come, remain, traffick, pass on, or stay, with or without their Families, in our Kingdoms and States, as also to depart, and return, without any Obstacle, both in Regard of their Effects and Persons; and this for the Term of fifty Years next following, to commence the first Day of this; declaring, that the fiftieth Year being expired, there shall yet be granted five others, during which, if it be the good Pleasure of his Majesty, or his Successors, to abrogate the present Licence at the End of the fifth Year, they may freely, and without Hindrance, regulate all their Affairs, &c. we willing, that no extraordinary Duty be exacted from them on the Departure of their Ships, Vessels, Horses, Carriages, &c.

II. If any *Hebrews* coming from other Kingdoms or Countries to ours, shall be accused in those States from whence they came, of having committed some enormous Action or Crime there, for which they have been prosecuted, as also in Case that they were disguised as Christians, and had feigned to be of this Religion, we annul and make void the Causes of such Accusation, and will not permit that they be called to Account for it in our Dominions, on any Pretext whatsoever; in fine, we grant to the said *Hebrews*, the free Exercise of their Ceremonies, Solemnities, Use, and Customs, according to the *Jewish Laws*, prohibiting their wearing publickly Cloaks, or other distinguishing Dress, under any Denomination whatsoever.

III. That the *Hebrews* shall not be subject to any Registry or consular Jurisdiction, nor to any Company of Tradefinen; but, if any Difference arises between a Christian and a *Jew*, on some Affair concerning Arts and Trades, the Judge Delegate, who shall be named for this Purpose, shall be deemed a competent one, and decide it.

IV. We grant to the *Hebrews* and their Families, who shall establish their Residence in our States, to enjoy, in Respect of their Commerce, either at home or abroad, the same Privileges, Franchises, and Immunities, which the other Citizens, or Inhabitants of the said Cities or Places, do, or may enjoy.

V. That all their Moveables or Ornaments making a Part of their Apparel, acquired either within or without our Dominions, shall be exempt from paying any Customs, or Duty of Passage, at their Importation or Exportation.

VI. There shall be a Judge Delegate at *Naples*, *Palermo*, and *Messina*, and a Magistrate appointed at *Messina*, as at *Naples*, who shall judge of the Differences that shall arise between a *Christian* and a *Jew*, or between two *Jews*, in Case that the Crimes merit a severer Chastisement than confining or banishing; and in other Cases, that may be carried exclusively before their People of the Law, and

if they are wronged or aggrieved, they may recur to the Royal Protection of his Majesty.

VII. This Article regards the Punishment to be inflicted on the *Jews*, who shall frequent or keep Company with either Christians, *Turk*, or *Moor*.

VIII. This is to prevent the false Accusations, which may be intended against the *Jews*.

IX. If there happens any disastrous Accident to a *Hebrew*, that should oblige him to fail, and that he falls into Penury, so as to disable him from paying his Debts; in this Case the Merchandize, Bills of Exchange, and other Effects, or Money appertaining to any Correspondent, shall not be stopped to satisfy his said Debts.

X. Is relative to the Dowry of Married Women.

XI. On the Subject of Sequestrations obtained against the *Jews*.

XII. Concerning the Validity of the Securities which the *Jews* shall give, when they shall be obliged to leave the Kingdom.

XIII. Permits the *Hebrews* to have all Sorts of Books, after being, however, inspected by their Delegate.

XIV. and XV. Favour the *Jewish* Physicians.

XVI. Grants them a publick Synagogue.

XVII. Leaves them at Liberty in Regard of their Wills.

XVIII. In Regard to Contracts of Purchase and Sale, or in Trade, in Relation to the *Jews* in our Dominions, the Sales shall not be held as perfected, till after a Writing has passed between the Buyer and Seller, under their Hands, and confirmed by a Notary, or two Witnesses; provided that if between Merchants in the retail Way, at Fairs, Markets, &c. they be made without these Formalities, they shall have all Force, according to the usual Custom and Law, in Regard to the other Inhabitants.

XXV. We grant to the *Jews* all the Favours, Privileges, and Faculties, enjoyed by the other Merchants of this Kingdom; they may exercise all Sorts of Trades and Traffick; but it shall not be permitted them, after the Manner of our Subjects, to cry about the Streets old Clothes to sell: Though the *Jews* have Leave to sell and buy every one in particular, in his own House or Shop, none of them or their Family shall be obliged to wear any Mark that they may be known by.

XXXI. The Merchandize of the *Jews*, and of their Correspondents, and their Persons, coming to any Place whatsoever in our Ports, shall be free, as well in their Merchandizes and Persons as the Ship which brings them, on Payment of the ordinary Customs, Gabelles, and Taxes, even when they have no Passport; provided that it appears by the Vessels' Documents, that it was destined with its Goods for one of our Ports, and no Magistrate or Officer shall molest either the Ships or any of the Effects; but, on the contrary, shall observe our present Privilege, and in Case of Disobedience shall be punished, and all the Merchandizes restored to the *Jews*, with Charges and Expences, without any Hinderance real or personal.

XXXV. We grant to the *Jews* six Warehouses for their Use in the Custom-Houses of *Naples* Rent free, since we consider them as our own Subjects; they may have also the like, in the other Custom-Houses of our Kingdoms for their Convenience, equally with the other Burgesses and Inhabitants, in Proportion to their Number and Trade, according to the Informations that their Declaration shall give in; and in Case that the Magazines of the Custom-House are not sufficiently large to contain their Goods, it shall be permitted the *Jews* to hire others to their Liking, under the Guard and Inspection of the Custom-House Officers, enjoying the Privilege of *Portos Francos*, as if their Effects were enclosed in the Offices of the Custom-House.

The King of the *Two Sicilies* likewise made a Treaty of Peace, Trade, and Navigation with the *Ottoman* Court, which was concluded at *Constantinople* the 7th of *April*, 1740, whereby his Subjects are put on the same Footing with those of all others trading to the Dominions of the *Grand Signor*:

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*Naples* furnishes Trade with raw and wrought Silks, silk Waistcoats and Stockings knit, Oil of Laurel, crude Brimstone, *Calabrian* Manna, Rosemary Blossoms, Anis and Coriander Seeds; Raisins, Currants, Cream of Tartar, Figs and Olives, Soap, dried Orange and Lemon Peel, Silk Stockings and Waistcoats, Essences, Quintessences, and Perfumes.

*Palermo*, the Capital of *Sicily*, produces also raw and wrought Silks, Brimstone, Cream of Tartar, fine Sponges, and Plenty of the finest Wheat, except *Spanish*, I ever saw.

*Reggio* yields Raw Silk, Manna, Oil, and dried Fruits.

*Messina* affords also large Quantities of Silk, and other Commodities, similar to those of *Palermo*.

With those Products and Manufactures his *Sicilian* Majesty's Subjects carry on a great Trade to *England*, *Holland*, *Lisbon*, *Turkey*, and some to *France*, more especially in Corn, when this Kingdom is in Want; and the Merchandizes they take in Return will be noticed in a Catalogue of those fit for *Italy*, in which these Places will be included.

*Of the Trade of Rome, and the other Territories of the Pope.*

THIS City is more celebrated and known for Antiquity, History, Magnificence, and Grandeur, than by its Commerce, as it draws almost all from Abroad; by its Port of *Civita Vecchia*, at the Mouth of the celebrated River *Tyber*, whose Stream must be gone up to reach *Rome*: these Parts afford nothing more to the Increase of Trade than Allum, made in great Abundance about six Miles from *Civita Vecchia*; but what is wanting here, *Bologna* and *Ancona* in the *Ecclesiastical* State abundantly supply, I mean to Commerce, the Fertility of the Country about the first being beyond all Imagination, and this improved by the Industry of its Inhabitants, has rendered the City rich and flourishing; there are Mills for Paper, and others for sawing the Wood found in the *Apennines*; to move Hammers for forging Iron, for polishing Gun Barrels, to bruise the Barks; and *Valonea* for tanning of Hides, for making of Oil, for Flax and Hemp, for grinding all Sorts of Grain, for winding, twisting, and making Silk into Skains, and for an Infinitude of other Works.

The Manufactures of this City are Cloths and Silks, particularly Sattin, Damasks, and Velvets, flowered and plain; silk Stockings, Linens and Crape. There are raised in the Neighbourhood a great Quantity of Silk Worms, which furnishes the *Bolognois* with the richest Part of their Trade for raw Silk; and besides the Silk in Skains, they here make Organcens, which are very much esteemed.

The other Merchandize brought from *Bologna*, consists in their celebrated Sauces, of which Foreigners take off yearly a surprising Quantity, packed up with Cotton in little deal Boxes, and ornamented with painting and Gilding; here is likewise a considerable Trade in Quince Marmalade, prepared by the religious Recluses of the Place.

*Ancona* has likewise its Silk Fabricks, and Tanneries for Hides, of which its Exports chiefly consist, except in some Years when large Quantities of Corn are shipped from hence; it was made a free Port by *Clement XII.* in a Decree of the 16th of *February*, 1732, very much to the Dislike of the *Venetians*, as it attracts a large Share of that Trade carried on before at *Venice*, both from the North and the *Levant*.

*Of Florence and Leghorn, with their Trade.*

THE Commerce of *Florence* is carried on by Way of *Leghorn*, and consists in a large Quantity of rich Silks, manufactured in this Capital of the grand Duke of *Tuscany*; the principal of which are Tissues and Brocades of Gold, Silver, and Silk, Sattins of all Colours, but more especially the White, which are greatly esteemed, Armoirins and Taffeties; here are also made some light Woollen Stuffs; and the other Merchandize that this Place affords, are raw and spun Silks, Wool washed and unwashed, Wine, and Gold Wire.

*Leghorn*, or *Livorno*, is one of the most important, and the best Ports of the Grand Duke's Estates, and hardly yields in Point of Trade either to *Venice* or *Genoa*; the great Liberty which all Nations enjoy, let their Religion be what it will, induces some of almost all Nations to assemble here; and the moderate Customs paid on Importation, for all Exportations are free, attracts also a Concurrence, not only of *French*, *English*, *Dutch*, &c. but also of *Jews*, *Turks*, and *Armenians*; the *Turks* however trading only *de passò*.

The *English* and *Dutch*, more especially the former, carry on the greatest Trade; this Place being properly the Staple or Magazine for the major Part of the Goods which they receive from the *West*, and send to the *Levant*, as it is for those they get from hence in Return, and forward to their *Western* Markets.

The *Jews* and *Armenians* transact most of the Business, by intervening as Brokers, for which they are paid, according to Custom, for the different Branches of Trade they transact, whether Purchases or Sales, Exchanges or Insurances.

Besides the rich Fabricks of Silk, Gold and Silver, at *Florence*, *Pisa*, *Lucca*, and the other Towns of *Tuscany* and its Neighbourhood, here are found raw Silk of all Sorts, as well *Italian* as *Levant*, and even *Spanish* Olives and Oils, not only of the Growth of the Country, but from different Parts, as *Gallipoli*, *la Pouille*, the *Levant*, *Barbary*, &c.

But that which is not the least important Part of this Commerce, are the Merchandises from the *Levant*, with which, as has been said, the *English* and *Dutch* have always their Warehouses well furnished, as they have with those Goods they receive from the *West*, which consist of the same Commodities, as will hereafter be mentioned as proper for *Italy*; what is shipped from *Leghorn*, besides the Goods afore-mentioned, are Cotton in Wool and spun, Coffee, brought there by Way of *Alexandria*, Allum, of *Civita Vecchia*, and the *Archipelago*, Anniseeds, from *Rome* and *Malta*, fine Laque, from *Venice*, Marble of curious Colours, from *Carrara*, Red Coral, from *Sardinia*, Soap, Sumack, Argol, Brimstone, Wine, &c.

#### *Of the Trade of Milan, Modena, Lucca, Parma, and Verona.*

**MILAN**, the Capital of *Lombardy*, is very considerable for its Commerce, which it furnishes with Gold Thread, flowered Velvets, with Gold, Silver, and Silk Grounds, many fine wrought Silks, and large Quantities of unwrought, exported for *France*, &c.

*Modena* has its Products and Manufactures so like those of *Bologna*, as a Description of them here would be a Tautology.

*Lucca* is a small Republick in *Italy*, upon the River *Serchio*, five Leagues from *Pisa*; it is celebrated for its fine Silk-Manufactories, particularly those of Velvets, Damasks, Sattins, and Taffeties; here is likewise sold a large Quantity of raw Silks, and in Skains, as also of Oils and Olives, which latter are esteemed the best in *Italy*, but double priced from all others.

*Parma* transacts all its Business by Way of *Venice*, which principally consists in raw Silk, and Cheese made at *Lodi*.

I shall lastly mention, as a very considerable Branch of the *Italian* Trade, that carried on in the Territories of his *Sardinian* Majesty; of which *Turin* is the Capital, and has an advantageous Situation, for extending it on every Side, as almost all that comes from the other Parts of *Italy*, and that which enters it by the Way of *Lyons* and *Geneva*, pass by this City; the *Po*, which runs near it, also facilitates a Communication with *Lombardy* and the *Venetian* States; and although it is necessary to traverse the *Alps* to get there, nothing is easier than the Journey by Mules, which are made Use of for the Transportation of the Goods, and of Men, who give all desirable Assistance for the Passage of Mount *Cenis*.

*Piedmont* produces the best Silk in *Europe*, on Account of its Lightness and Fineness, and the Organs made of it, are most esteemed, in *England*, *France*, *Holland*, and *Germany*, of any. It is reckoned that, in a common Year, are made in the King of *Sardinia's* Territories, viz. in *Piedmont*, *Montferrat*, *Alexandria*, *Lomeline* and *Novaro*, about 560,000 Pounds, of twelve Ounces, of raw Silk,

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**SPICE** i

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which are all reduced into Organcens or Frames; only these of *Navarais* being permitted Extraction unthrown.

The Fabricks of all Sorts of Silk Stuffs, long since established in *Turin*, consume about 130,000 Pounds of thrown Silk yearly; though it is to be observed that the Fabricators of these Silks, import from their Neighbours, the greatest Part of the Frames they use, of raw Silk to make them.

There are besides in *Turin*, about six hundred or seven hundred Looms for Silk Stockings; for whose Employ a great Quantity of Silk is required; however, it is computed, that besides the Silk used in all these Manufactures, there is yearly sent to *Lyons*, about two thousand small Bales, of an hundred and thirty-six Pounds each, laden at *Genoa* and *Leghorn*; extra of what is sent to *Holland* and *Germany*, by Way of *Savoy* and *Geneva*.

This Prince's Dominions have likewise several Fabricks of Drapery, particularly of Scarlet, Blue, and Black Cloth; besides divers Sorts of light Stuffs; they also make Ratines, and coarse Cloth for the Soldiers' Clothing.

*Piedmont* is very fertile in Corn, with which it supplies its Neighbours, particularly with Rice; of which large Quantities are sent to *France* and *Genoa*, as also to *Venice*, by the River *Po*.

Hemp likewise grows here in Plenty, which is almost all sent through *Nice* to *Marseilles* and *Toulon*, except a small Share to the *Genoese*.

A great Number of Cattle are fatted in *Piedmont*, and Abundance of Wine made, both which find a ready Sale among the *Genoese* and *Milanese*, and a large Share of this latter is distilled into Brandy, to make the Composition of *Rosi-folis* at *Turin*, which has greatly the Preference of others.

Some few Years ago, a Manufacture of Earthen Ware was established at *Turin*, and a little while since, another of Porcelains, which is brought to great Perfection; several Quarries of excellent Marble are found dispersed about the Country, which serves to ornament both their Churches and Palaces.

The Countries of *Nice*, *Onelle*, and other Places on the Sea Coast, subject also to his *Sardinian* Majesty, produce most excellent Olive Oil, and in such Plenty, that besides a Sufficiency for all his Dominions, large Quantities are sold to the *French* and *Genoese*. And the Island of *Sardinia*, producing many of the Commodities above-mentioned, and similar to those of *Sicily*, I shall not enlarge on its Description, to avoid Repetitions, but now give a Detail of the Commodities proper for *Italy*.

#### Merchandize proper for Italy.

**S**PICE in general, which, except Pepper, the *Dutch* supply.

Cocoa, Ginger, Tea, Porcelaine, and other *Indian* Curiosities.

Painted Linens, Chints, and painted Furies.

Sattins, Damasks, and other thin light *Indian* Silks.

Linens of divers Sorts, as Mullins, Cambricks, Hollands, Silesias and Osnaburcks.

Cloths, Camlets, Serges, and other Stuffs, from *England*, *France*, and *Holland*.

Silk Stuffs from *Lyons*, Mercery, hard Ware, and *Russia* Hides.

Divers *French* Modes for Women's Wear; white Threads and Tapes from *Harlem* and *Flanders*.

Vermilion, and all Sorts of Dying Woods; Madder, and Elephants' Teeth.

Whalebone and Oil, Copper, Brass, Iron, Lead, and Tin.

Tar, Pitch, and Resin, Capers, Musk, Amber, and Civet.

Herrings, smoaked and pickled, Salmon, Stock-fish, Poor-jack, and Pilchards.

Pewter, Steel, Caviar, *Languedoc* and *Provence* Wines, Wheat, and other Grain.

All Sorts of *French* Merceries, Laces, and Guimps, of Silk and Silver.

Silk Stuffs, with Gold and Silver, from *Lyons* and *Tours*, and Ribbons, particularly from *Paris*.

Wigs, Hair, Worsted Stockings, Hats, &c.



*Of the Levant Trade, on the Coast of Barbary.*

I shall include, under this Title, all the Commerce carried on with the *English, French, Dutch, and Italians*, at *Smyrna, Alexandretta, Aleppo, Seyda, Cyprus, Constantinople, Alexandria, Rosetta*, and even *Grand Cairo, Angora, and Beibezar*, upon the Coasts of *Barbary*.

The great Quantities of *European Ships* that trade to *Smyrna*, and the numerous Caravans which arrive there from *Persia*, have always made, and still make this to be a Place of the greatest Commerce in all the *Levant*, for which it is happily situated in the Gulf of the *Archipelago*, in that Part of the *Lesser Asia* that the *Greeks* called *Ionía*, and at present named *Natolia*.

The Port of this City, so famous for its Commerce, is capable of containing many Fleets, and here are generally seen several hundred Merchant Vessels of divers Nations.

The greatest Part of the principal foreign Merchants have fine commodious Houses of their own; and hardly any Thing can be seen more superb and magnificent than the Habitations of the Consuls, who are almost all lodged near the Sea; but Persons whose Stay here is but short, or who would be saving in their Expences, may have the Convenience of being accommodated in a *Kan*, which is a Sort of an Inn, where a thousand People may lodge, on paying a Dollar per Month for each Chamber.

At *Smyrna* are two Custom-houses; the biggest called the Custom-house of Commerce, where the Duties are paid on Silk, and other Goods that the *Armenians* import from *Persia*, and those which the Christian Nations unlade there, and embark for their Returns: The other named the Custom-house of *Stamboul*, or *Constantinople*, only takes Notice of the Trade of this Capital of the *Ottoman* Empire from *Salonica*, and other Parts of *Turkey*.

The Caravans have their Times and Seasons fixed for their Arrival and Departure, on which the *European Nations* regulate the Remits of their Ships, to the End that the *Asiaticks* may carry with them the Western Merchandizes, and the *Europeans* relade with those of *Asia*.

Of the *Asiatick Nations*, the *Armenians* are those that carry on the greatest Trade with *Smyrna*; the Caravans from *Persia* being almost all composed of them, and in this City are established above twelve thousand.

In respect to the Natives of *Europe*, the *English* are best regarded, and most favourably treated, and they likewise send the greatest Number of Ships here; next to them the *Dutch*; and lastly, the *French*, but they are too numerous here, and thereby hurt one another.

The Merchants from *Leghorn* carry on a great Trade here: those of *Venice* still more; and the *Gencefe*, notwithstanding the Expence the Liberty to trade under their own Colours has cost them, hardly any.

The *French Trade* is carried on from *Marseilles* in ten Sail of Ships, and three or four Barks yearly; whose Ladings consist of Dollars, Cloths of *Dauphine*, *Carcassone*, and *Sapte*; in Perpetuans, or Imperial Serges; in Caps, Paper, *Cochinai*, Tartar, *Verdegris*, Indigo, from *St. Domingo*, and *Guatemala*, Pewter, Dying Woods, Spice, and Sugar. The Returns being almost the same for all the Nations of *Europe* who trade there, I shall here mention them once for all, viz. *Angora* Goats, and Camels Hair, Rhubarb, Scammony, Opium, Senna, Gum Adragant and Arabick, Coffee, yellow Wax, Allum, Cotton in Wool and spun, Currants, fine Camlets, fine Wools from *Metalin* and *Caravania*, Skins like *Moroccoes*, Buffaloes Hides, Shagreen, Sponges, Mastick, Saffron, Galbanum, Galls, Ashes, Box, Anniseeds, Fustians, Buckram, Carpets, Silks called *Cerbassi*, Legis, *Ardasse*, and *Ardassetes*, Cotton Stockings, *Turkey* Handkerchiefs, Valonea, *Xantoline*, Apoponax, Agaric, Tutti, Amber, Musk, the Ultramarine Stone, Storax, Soap, Pearls, Diamonds, Rubies, and other precious Stones; but these Jewels are sold privately by the *Armenians*, who bring them with their Caravans, and who frequently come themselves to Christendom to dispose of them.

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The *Dutch* send yearly about fourteen Ships, with *Leyden* fine Cloths, Cloves, Mace, Cinnamon, Nutmegs, Ginger, Cochineal, Indigo, Copperas, Quicksilver, Brass and Iron Wire, *Dantzick* Steel, *English* Pewter, rough yellow Amber, Tartar, Sea-Horse Teeth, Lapis Lazuli, Loaf and Powder Sugar, Cinabar, red Oaker, Dying Woods, Tin, *Russia* Hides, &c. and re-lade with the greatest Part of the Goods just mentioned.

The *Venetians* generally send fourteen or sixteen large Ships annually, under Convoy of two Men of War, besides others at different Times without Convoy; and the *Livernois* also send Vessels as they find Occasion.

*Angouri*, or *Angora*, and *Beibazar*, Capital of *Galatia*, has always preserved its Reputation for the Beauty and Fineness of its Goats Hair, and the Fabrick of Stuffs made there at present called Camlets; and it is from this Place, and *Beibazar*, that *Smyrna* is supplied with these Commodities, the Quantity of the former being almost incredible, of which it is said the *English* transport about five hundred Bales, the *French* as many, and the *Dutch* more than double that Number, and the Consumption of it is full as great there, as what is shipped by these Nations: The *English* and *Dutch* have Factors settled here to purchase this Commodity at first Hand, by which Means they have it much cheaper than when brought to *Smyrna*.

*Aleppo* and *Alexandretta*; these two Cities of *Syria* have a great Similitude in their Trade, or rather it is the same that they both carry on, *Alexandretta* being properly only the Port to *Aleppo* which is twenty-two, or as some say twenty-five, Leagues within Land.

*Aleppo* is one of the principal Cities in the *Turkish* Empire, and yields only to *Constantinople* and *Cairo* in Grandeur, and to *Smyrna* in Point of Trade.

Two Things, among others, are very remarkable in Regard of Trade. The one is the Custom of making Pigeons serve for Messengers, to give Advice of Ships' Arrival, and other pressing Affairs, which is done by taking them from their young ones at *Aleppo*, and sending them to *Alexandretta* a little before it is supposed they may be wanted, which being let fly at this Place, with a Billet about their Neck, return in three Hours' Time. The other is, the Prohibition to go from *Alexandretta* to *Aleppo*, any other Way than on Horseback; and the Reason of it was, to prevent Sailors running afoot to *Aleppo*, and there spoiling the Price of Goods by their Over-urgency in laying out their little Stock, which without this Ordinance would be greatly diminished.

There is hardly any Place in the three ancient Parts of the World, from whence some Merchants are not seen at *Aleppo*: Besides the *English*, *French*, *Dutch*, and *Italians* which reside there, the Caravanseras are always full of *Armenians*, *Turks*, *Arabians*, *Persians*, and *Indians*, which come in such Numbers by the Caravans, that although there are about forty of those publick Buildings, they hardly suffice to contain those, who only appear to transact some transient Business, and who after selling their Goods, return by the Way they came, with their new Purchases.

The Merchandize proper for this Place, are the same as those for *Smyrna*; and those which the Ships relate are Silks of the Country, and *Persia* Cotton Cloths of various Sorts, and among others blue Amans, Auquilles, Lizardes, those from *Beby*, others called Linen Antiquies, Ajamis, and Abundance of Chints; different Cottons, and Cotton Threads, Galls, Cardovans, Soap; many Species of Silk Stuffs, and those admirable Camlets before-mentioned.

*Seyde* is the ancient *Sidon* of *Phœnicia*, so renowned formerly for its great Traffick, very little inferior to that of *Tyre* itself, whose Reputation for Commerce has been equally published, both by sacred and profane Authors. The modern *Sidonians* retain nothing of the ancient but their Inclination for Trade, every Thing else is altered; their Power by Sea no longer subsists: The vast Extent of their City is reduced to less than one Quarter of what it was formerly; and the great Number of its Inhabitants to less than six Thousand, of which the Foreigners make near half.

But few Western Commodities find a Sale at *Seyde*, though with the Products of the Country a pretty good Trade is supported; those few are some Cloths of lively Colours, Sattins and Damasks of *Lucea* and *Genoa*, with some Paper, a few Chests

Chests of Indigo and Cochineal, Spice, Sugar, and *Brazil* Wood, all in small Quantities. The Goods laden here are principally Silks and Cottons, with some Alhes, Galls, Oil, Soap, and Birdlime; and as the Occidental Sales do not balance their Purchases, a considerable Sum of Money is yearly obliged to do it.

The *French* Trade to this Place, *Acre*, and *Rama*, which are in its District, imports about 350,000 Dollars yearly, and there are no Merchants but of this Nation settled in these Places.

*Cbio* is now subject to the *Turks*, and better peopled than any Isle in the *Egean* Sea; its Commerce is very considerable, though much less than the Number of its Inhabitants, and the various Sorts of Merchandize that grow and are made here, seem to promise: The Wine, Silk, Cotton, and Turpentine, and Mastick, are the principal Products that draw the *Europeans* hither, more especially the *English* and *French*, who have their Consuls here.

It is supposed that above 100,000 *French* Crowns' worth of thrown Silk is annually exported from hence, besides a large Quantity of Silk Stuffs made in the Isle, such as Damasks, Sattins, and Taffeties, which are transported to *Cairo*, and to all Places on the Coasts of *Barbary* and *Natolia*, particularly to *Constantinople*.

The Cottons are in Wool, or spun, and a great deal of them employed in Fustians and Dimities, which are as much esteemed, and disposed of in the same Way, as the Silks.

Mastick, the chief Article of their Trade, is hardly found any where else but here, and the best, and indeed almost the whole is for the *Grand Signor*; who has from all the Villages in the Island where it is gathered, two hundred and eighty-six Chests, weighing 100,025 *Oques*, and some few others are taken by the Custom-house Officers, &c. Of Turpentine the Isle produces about three hundred *Oques*, of  $3\frac{1}{2}$  Pound one Ounce. Of Oil about two hundred Hogheads, each Hoghead weighing 400 *Oques*, and the *Oque* about 3lb. 2oz. Of Silk 6,000 *Mafies*, or 30,000lb. almost all which is wrought up by the Islanders in the Manufactures before-mentioned. Here is also some very good Wine, known to the Ancients under the Distinction of *Nectar*; and it affords fine Honey and Wax in tolerable Quantities.

*Cyprus* maintains hardly any Trade with the *Europeans*, except with the Products and Manufactures of the Isle. Its Extent, and the Fertility of its Soil, enables it to furnish Commerce largely; particularly with Cottons, and Silk, which are cultivated almost every where. The Cottons in Wool or Thread are esteemed the best and Finest in all the *Levant*; the Country between *Nicosia* and *Famagoula*, and about *Papbos*, and *Limisso*, are the Parts in the Island that produce most.

The Silks are also gathered, and the Silk Worms bred in some Villages, subject to the Magistracy of the two last mentioned Cities; but the best and greatest Quantity is made in the Village *Cyteree*, though none are held in an equal Degree of Goodness with the Cottons.

The Wools, Wine, Galls, some Medicinal Drugs; red, yellow, green, and greyish Earths or Boles; Stuffs and Dimities are the other Merchandizes of the Isle, to which I think I ought to add as one, the *Ortolans*, which come here in such Abundance, that the Natives pickle them; and, besides what they consume on the Island, the *Venetians* export upwards of a thousand Barrels annually.

Some few Bales of Cloth, Paper, Caps, and some Verdigris, are the only Goods imported there, which occasion the major Part of the Returns to be paid for in Money, and the most advantageous Specie for this Purpose are the *Mexican* and *Seville* Dollars.

*Constantinople*. This City, formerly the second *Rome*, or rather the true Capital of the *Roman* Empire, when *Constantine* the Great had chosen it for his Residence; after having been for a long Time the Seat of the *Greek* Emperors, and a little more than half an Age that of the *Latins*, became at last the Metropolis of the *Turkish*.

The happy Situation of this great City, joined to the Beauty and Security of its Port, might render it a Place of the greatest Trade in the World, if the Inhabitants, who are subject to a Servitude that almost deprives them of the Property of their Effects, dared to think of enriching themselves by Commerce; or, if the Foreigners

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Foreigners that Trade draws here, and who are treated with less Haughtiness and Severity, were not exposed to so great and frequent Insults and Impositions.

Notwithstanding these Reasons, so naturally tending to raise a Disrelish in the Christian Nations to a Commerce with *Constantinople*, there is however a great Number of their Ships seen to arrive here; and there is hardly one of these Nations who have not a Minister settled here, more to protect their Merchants than for any political Interest; the *Emperor* and the *Venetians* being those only who can have any Contest with the *Port*, by Reason of the Proximity of their Territories.

Of the *Europeans*, the *English*, *French*, and *Dutch*, are those who carry on the greatest Trade here, more particularly with their Cloths, sent here directly, or brought from their Warehouses at *Smyrna*, which are always well filled. The Cloths from *Venice* have for a long Time had the Preference in this City, though every where else in the *Levant*, they are the least esteemed.

Those destined for *Constantinople* should be thin and fine, well milled, close shorn, without any Nap; above all they must be of the best Dye, and have their just Lengths and Breadths.

The properest Colours for *Constantinople* are Violet, Purples, Green, Red, Crimson, Scarlet, Sky-blue, Flesh and Cinnamon Colours; no Black, except of the greatest Beauty, and then only one Piece in forty or fifty. About eight or nine thousand Pieces are sold here yearly, one fourth *Dutch*, little more than one third *English*, and the Rest *French* and *Venetian*; a few *Perpetuanas*, and some other Woollens are sold here, but of Silks, great Quantities from *France* and *Italy*, and a small Matter from *England* and *Holland*; the chief are the Sattins from *Florence*, Tabbies, Damasks with and without golden Flowers; flowered Brocades, with gold and silver Grounds from *Venice*; and flowered Velvets from *Genoa*; but although these Stuffs preserve the Name of their original Fabricks, some of them are now made at *London* and *Amsterdam*, and many of them at *Lyons* and *Tours*, which are however sold to the *Turkish* Tailors, and *Armenian* Merchants, for true *Venetian* and *Genoese* Goods.

The Sale of Sattins amounts yearly to between five and six hundred Pieces; of Tabbies to three or four hundred; of Damasks without Gold, only sixty Pieces, and with, an hundred Pieces, and hardly more Velvets; but Brocades with gold and silver Flowers find the greatest Vent, though these must be made on Purpose, with Patterns proper for the Place; for it is not the Richness of the Stuff that pleases the *Turks*, but chiefly the Gaiety, and above all the Cheapness.

Paper is one of the best Commodities carried to *Constantinople*, and what frequently produces the most Profit; it goes there from *France* and *Venice*, and *Genoa*, though principally from the first, in all about thirty thousand Reams; the other Merchandizes are, Hard-ware, Tin, Brass, and Iron Wire, which the *English* and *Dutch* carry from *Hamburg*, and the *Baltick*; gold Thread, and ditto Gold and Silver false, from *Poland*, carried by the *Venetians*, *Marseilles* and *Tunis* Caps; Verdigris from *Montpelier*, Oil of Spike from *Marseilles*; Tattar, Sugars supplied by the *English* and *Dutch* when the Crop has failed in *Egypt*, which commonly furnishes *Constantinople*, by the Way of *Alexandria*; and in fine, Spices, Camphire, Quicksilver, Lead, Cochineal, *Brazil* Wood, White-Lead, &c. in which these two Nations are almost solely concerned.

The Exports from *Constantinople* are very few in Comparison with the Imports; therefore, to balance Accounts, the *European* Merchants direct their Correspondents at *Smyrna* or *Aleppo*, to draw it on the Capital, or other Remittances to be made therein in Specie from the said Metropolis, to purchase what they commission to be bought for their Ships relaying at either or both of the said Places.

The few Merchandizes mentioned to be exported from *Constantinople* consist in Wools, called Pelades, and Tresquilles, of which the Extract in a common Year is two thousand Bales of the former, and three thousand of the latter. Of Buffaloes' Hides, about ten thousand carried to *France* and *Italy*; of Ox and Cow Skins, of the different Sorts and Qualities, fifty thousand, of which the Consumption is for *Italy*; of Pot-Ashes, from the Black Sea, which the *English* and *Dutch* buy to scour their Cloths; yellow Wax, some Goat's Hair Thread, a Quantity

of Caviar, or salted Sturgeons' Roes, commonly bought up by the *Venetians* and *Leghorners*.

The Fur Trade from *Muscovy*, *Natolia*, the *Black Sea*, *Crim*, and other Places of *Tartary*, is very considerable, though in this the *European* Merchants have no Share, being entirely transacted by the *Greeks*; of these Skins about two hundred Chests, with two hundred pair in each, of *Sables* are yearly sold, from fifteen hundred to twenty-five hundred Dollars per Chest; *Ermings*, only esteemed when extremely white, fell from ten to eleven Dollars, for forty Skins and *Minevers* at seventy Dollars per Thousand; *Martins*, *Polecats*, *Lynxes*, and *Fox Skins* are brought here from *Natolia*, and annually sell for the Value of about sixty thousand Dollars; the black *Fox Skins* brought from *Caffa* and *Tartary* are in very great Esteem, and their Sales may yearly import an hundred thousand Dollars.

Of *Caffa*, or *Capba*, and the *Black Sea*: The *Venetians* have often endeavoured to commence a Trade to this last, more especially to *Caffa*, and in 1672 obtained Leave, by the lively Representations, and the more persuasive Arguments of large Presents, which their Bailly the Chevalier *Zyirimi* made; but upon the Remonstrances of the Superintendent of the Custom-house at *Constantinople*, who suffered in his Interest by this Concession, and also under the political Apprehension, that the *European* Christians would, by this Means, more easily have a Correspondence with those of their Religion settled on that Coast, the Privilege was revoked, and no *European* Nation has been able to obtain one since.

*Caffa* has an excellent Road, and its Port is where the greatest Business is carried on in all the *Black Sea*, it being common to see arrive, or sail, four or five hundred Vessels together. Here is a great Trade carried on in Corn, Salt, Furs, and Butter; this last being esteemed the best in all *Turkey*; but that which attracts the greatest Number of Shipping, and what induced the *Venetian* Ambassador to purchase the afore-mentioned Liberty at so great a Price, is the large Quantity of Sturgeons taken in the *Palus Meotis*, of which salt Roes the *Italians* are so fond, and not only they; but several other Nations of *Europe* and *Asia*. Some Accounts say, that many of these Fish here weigh eight or nine hundred Pounds, and their Roes three or four Quintals; and though these Relations may be something exaggerated, it is certain that there are none elsewhere, either so large, or abundant; but as the Trade of this Part is in general so very great, I shall give my Readers an Abstract of a very curious Memoir drawn up by a Person well acquainted with it.

The Commerce, says he, of the *Black Sea* is so considerable by the Advantages it affords, and the great Quantity of Goods it takes off, that the yearly Import of them is supposed to be more than three Millions of Dollars; *Caffa* is one of the principal Ports in it, distant about seven hundred Miles from *Constantinople*; the *Turks*, *Greeks*, *Persians*, and *Muscovites*, are the People who support this Trade, and vast Quantities of Merchandizes sell here, both for the Consumption of the Place, and that with many others with which it maintains a Correspondence. Here are annually sold to the Value of twelve or fifteen thousand Dollars in *Venetian* Brocades; here is likewise sold another Sort in which the Gold and Silver is false, and the Flowers like those of *Damasks*, to the Amount of seven or eight thousand Dollars. Ten or twelve Bales of Cloth are also annually disposed of; about twenty thousand Dollars worth of *Scio* *Damask*; and to the Amount of an hundred and fifty thousand Dollars in *Taffeties*, striped and plain; here is likewise brought from *Scio*, fifteen thousand Dollars' worth of *Fustians*, and some of these from *Constantinople*. Of Coffee here is sold yearly from fifteen to twenty thousand Dollars; and five to six thousand Dollars in Flax from *Cairo*. Of all these Merchandizes a great Part is consumed in the *Crim*, distant about an hundred and fifty Miles from *Caffa*; another Part is sent to the Ports situated near the *Palus Meotis*, as at *Guslerce*, *Bolovelava*, *Kirerei*, and some other dependent on *Caffa*, which serves them for an Almagazen.

The Proceeds of all these Goods are commonly employed in Hides, Wax, Wheat, Barley, Butter, Honey, and Caviar, which are the chief Products of the Place. Of the Hides here are two Sorts, the best made at *Caffa* being from about thirty-five to forty thousand yearly; these are carried to *Smyrna* by the Way of *Natolia*, and

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and cost about a Dollar each; the second Sort are of an inferior Quality, tanned in the Neighbourhood of that City, whose Value is three-fourths of a Dollar each, and their Number about an hundred Thousand, which are sent to *Constantinople*.

There is annually collected at *Cassa* near thirty thousand Ocques of Wax, of which Part goes to *Smyrna*, and the Rest to *Constantinople*; there are also sent yearly to the latter, fifty or sixty Saicks, or, Saïques, with Wheat, and from fifteen to twenty with Barley, of Butter *Cassa* remits to this Capital between fifty and sixty thousand Ocques; and the Profit it makes by its Honey is not less than that which the Wax and Butter leaves. In fine, this Place affords some Silk, though the Quantity is not large, nor its Quality good.

*Azeck* or *Ajpph* is situated on the *Don* or *Tanais*, not far from the Place where this great River falls into the *Palus Maotius*. This Part of *Asia* was hardly known in *Europe*, only to the Geographers, before the Year 1695, when the famous *Czar Peter Alexowitz* took this Fortresa from the *Turks* to whom it belonged, with the Design to establish a Fleet there, not only to attract the Trade of the *Black Sea*, but also capable to make the Grand Signor tremble, even in the Capital of his Empire; *Ajpph* soon attracted the Attention of all Nations, and it cost more than one Siege and a bloody Battle, in which the *Czar* with his whole Army had like to have perished, to restore this Place to its first Master, who having experienced the Importance of it, augmented its Fortifications, and guarded it with an extreme great Jealousy; but it is known that in the War of 1739 this City became again an Apple of Discord, and that the *Czarina* remained in Possession of it, though I believe without reaping those great Advantages that the *Czar* had at first expected from its Conquest.

It is from *Ajpph* that a Part of the Caviar sold at *Constantinople* comes, where in a common Year are imported at least ten thousand Barrels with 7½ Quintals each; though all the Caviar is not made of Sturgeons' Roes, but some of those of other large Fishes.

*Kily*, or *Kilia*, is situated on the South Side of the *Danube*, about seven or eight Leagues from the Mouth that discharges into the *Baltick Sea*. Four or five thousand Pieces of Fustian from *Scio* are brought here yearly, and Damasks from thence also to the Value of about six thousand Dollars; Buckrams for more than thirty thousand; besides two thousand Pieces of Fustian made and sold in the Place; Coffee also sold here for fourteen or fifteen thousand Dollars; Flax for three or four thousand; striped Taffeties, called Santals, for above sixty thousand; other Sorts of Taffeties for seventy thousand; of Cloths, fifty or sixty Pieces are annually imported, though of all these Merchandizes few are consumed at *Kily*, as this is the only Staple, or Storehouse, from whence they are sent to divers Ports on the *Danube*, or within Land, as *Ismael*, *Memscwaer*, *Hias*, *Galas*, and several other less considerable; all which Places contribute something to Trade, viz.

*Hias*, about fifty thousand Ocques of Wax, of which a Part is sent to *Smyrna* by *Natolia*, and the Rest to *Constantinople*; the Butter comes from other Ports, where in a common Year may be collected above an hundred thousand Ocques.

At the Mouth of the *Danube*, and before *Kily*, is a very large Fishery, of the *Mouronne*, though what this Fish is, I confess my Ignorance, which produces above sixty thousand Dollars yearly; each Fish weighs about a Quintal and a Half, one with another, after the Roes are taken out, to make Caviar, though this Commodity made here is not good, as the curing it well would render it too costly to get any Thing by it. From the Ports along the *Danube* are expedited more than six hundred Saicks yearly with Wheat and Barley, which commonly yield the great Profit of 15 to 30 per Cent. to the Concerned.

*Prevat* takes off no *European* Goods, so that all the Commerce is carried on in *Dutch* Dollars, the *Polish* Abra, the *Izolotes* of the Empire, *Venetian* Sequins, *Hongres* of *Hungary*, the *Egyptian* Cherif, *Aspers*, and *Parats*, all which Species are commonly taken here at 15 or 20 per Cent. higher than in *Constantinople*. Here is made in a common year from twenty to twenty-five thousand Buff-Skins, and some Wax is also shipped off.

*Kirmant*, like the last-mentioned Place, takes off nothing from *Europe*, and only furnishes Trade with about twenty-five or thirty thousand Hides yearly, and some Butter.

*Sinope* is a Port situated on the *Euxine* Sea, on the *Natolian* Side; some Goods are here imported, but the greatest Part of the Trade is carried on in the different Coins afore-mentioned. The *Persians*, however, drive a very considerable one here in Silk Stuffs, Cambresines, Indianas, Carpets, Lizats, &c. of which the greatest Part goes to *Constantinople*, and the Rest to *Caffa*; and it is the *Tartars*, *Greeks*, and *Turks*, who purchase the greatest Part of these Merchandizes; a few Linens are brought from *Trebisonde*, but of so little Import as not to merit any Regard.

*Nicopolis* is a Sea Port, with very little or no Trade: Though *Castamboli*, which is two Days Journey from it, makes coarse Buckrams of all Colours to above eighty thousand Dollars Value yearly; of which a Part goes to *Constantinople*, and the other to *Caffa* and *Kily*; here is also gathered a considerable Quantity of Wax sent to *Smyrna*; and the *Persians* carry on a great Trade here, as they do at *Ry*. Day's Journey from *Sinope*.

*La Mastre* is a Port on the *Black Sea*, tolerably secure, and where a pretty good Commerce is carried on, consisting chiefly of Packthread and spun Yarn for Cordage and Cables, of which there are annually laden for *Constantinople* at least eight Saicks; there also goes from hence, and several other neighbouring Ports, a large Quantity of Wood, the greatest Part for *Constantinople*, where it is employed in the *Grand Signor's* Yards for building the Men of War and Gallies; the Masts in particular are very good, and so long, that they have served for sixty and seventy Gun Ships, all of a Piece.

There are exported from several Parts of the *Black Sea*, Salt Beef and Pot-ashes, the last for *Constantinople* and *Smyrna*, which the *English* and *Dutch* purchase to scour their Cloths, and make Soap; the Furs also that come from *Muscovy* are transported to *Constantinople* by the *Black Sea*.

#### *Of the Trade of Cairo, Alexandria, and Rosetta in Egypt.*

THE interior Commerce of *Egypt* was once very considerable; of which its continual Fairs, that during the whole Year were often held several at a Time in the different Provinces of the Kingdom, will give the highest Idea. There all the People of the Country flocked together, to furnish themselves with the Goods and Merchandizes that they wanted, or to dispose of those which a Superfluity rendered useless. There each particular District, bringing into Trade the Merchandize which either Art or Nature had rendered peculiar to them, contributed on its Part, to this reciprocal Communication, and to the general Circulation, which was incessantly made, in the whole Body of the State. *Egypt* was so fertile, and had so well perfected the Arts and Sciences, that there was a prodigious Concourse from all Parts to these so frequent Assemblies, which were productive of immense Riches to all the Country.

In Regard to the exterior Commerce of the Kingdom, it did not become flourishing all at once; and as it owed its Birth to the Wants of Strangers, rather than to those of the *Egyptians* themselves, it was only by Degrees that it went on improving, and in the End became so extremely great. *Egypt* was for a long Time shut up in itself, and so separated from all other Nations, that Nature itself seemed to have concurred in keeping it hid from the Rest of the Earth, as at first it had no Communication with any of the other People of the World. Long and toilsome Deserts encompass it on the *East* and *West*, where its greatest Extent is; dreadful and unpassable Mountains bound it on the *South*, and shut up its Passages to *Nubia*: In fine, the *Mediterranean* Sea on the *North*, seemed to deny it any Commerce on that Side, whilst Navigation was so little known, that it was for a long Time in those Ages retarded. *Egypt*, contented with its own Products, was then both unknown, and unprofitable to the Rest of the Universe; from which it drew no Advantage, until the *Greeks*, by risking the crossing to *Africk*, discovered in that Country, so long unknown, a Nation already polished and a Friend to Trade, that in Time engaged deeply in it, and became famous for its Knowledge both in this, and other liberal Arts and Sciences; which the Magnificence and bon Gout of their Kings, went on perfecting by inspiring an Emulation in their Subjects to improve in all by the Application of a suitable Reward,

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as an Encouragement to those who exceeded in any of them; and it may be justly asserted, that they were there supported a much longer Time, than among all the other Nations of the Earth: But after *Egypt* fell under the Dominion of the *Mabometans*, all went to Decay; the Fertility of this charming Country diminished, as the Number of Inhabitants did, and these People were soon reduced to an extreme Misery under their pitiless Masters, and from a Nation once so industrious, are now become the most unpolished, since the Arts and Sciences were banished.

The making of Fire-Arms is of all Arts the best maintained in *Egypt*; and notwithstanding all others, and the Sciences are so fallen here, that it is hardly possible to discover any Traces of them, yet it always carries on a very considerable Trade with *Africa*, *Asia*, and even to *India* and *Europe*, and it must be allowed, that no Situation was ever more favourable for Trade, than that of this delightful Country.

*Cairo*, the Capital of *Egypt*, is seated on the *Nile*, above the seven Mouths, by which this River discharges itself into the *Mediterranean*; *Alexandria*, and *Rosetta*, distant from one another ten or twelve Leagues, and which are at two of the *Nile's* Mouths, serve as Ports to this famous City, about ninety Leagues distant: and it is before the one or the other, that the *European* Ships anchor to discharge their Goods, of which the greatest Part is designed for *Cairo*, and where they attend to take in their Reladings.

If all that has been said of the vast Extent of *Cairo*, to make it deserve the Name of *Grand*, beyond all other Cities, is not an Effect of Exaggeration in the *Arabian* Historians, or of that of the greatest Part of the *European* Travellers, who are equally suspected, certainly there is not a City in the World, that ever had or has, a better Title to it; but, not to enter into this Historical Discussion, there is no Room to doubt, that it has been, and still is, a Place of great Trade, though *Monsieur Maillet*, *Sicard*, and other *French* Writers, will not allow it to be near so big, nor so populous as *Paris*.

The famous City of *Alexandria* is now reduced to three or four thousand Refugees, from the different Provinces of *Turkey*; *Rosetta* is all new built, of which the Foundation was not laid much above a hundred Years ago; and as the Canal, which goes from the *Nile* to *Alexandria*, only now serves to carry the Water from that River to this City, and the Lake *Marouti*, the Necessity of housing the Goods sent from *Cairo* to *Alexandria*, and those which go from thence to *Cairo*, has probably not a little contributed to the Aggrandisement, or even to the Construction of *Rosetta*. And it frequently happening that the Goods, which were without the Bar, waited an Opportunity to get over it to *Alexandria* for Months together; and on the other Side, as those that came from this City, after having surmounted the Difficulties of the said Passage, could not be transported to *Cairo* in the same Vessels, it became absolutely necessary to build in this Part proper Places to put them under Cover, and to have Correspondents and Factors settled there. The Trade here is so much augmented, more especially since the Beginning of this Century, that this City is now one of the most powerful in *Egypt*, and carries on a considerable Trade in the Commodities that its Neighbourhood produces, with those brought in from *Cairo*, and those imported by the *Greeks* in their Saicks from the *Archipelago*.

The Merchandizes carried to, and exported from these Ports, being with a trifling Difference the same for *Cairo*, as for the two Cities that serve for its Storehouses, I shall not treat of them separately; but only remark, that the greatest Traffick, either in Purchases or Sales, is transacted at *Cairo*, with which the Business of *Rosetta* and *Alexandria* is nothing in Comparison.

The Goods exported from *Egypt* are, Benzoin, Bdellium, Gum-Arabick, Gum-Adraganth, Turbith, Myrrha, Abissinica, Incense in Tears, Storax, Aloes Succetrina, and Hepatica, Sugar in Powder and Loaves, and Sugar Candy, Sherbet in Casks, different Sorts of Cinnamons from *Ceylon*, *Malabar*, &c. Cassia, Cocoa, Coriander, Coffee, Myrabolans, Chebula, Bellerica, and Citrina, Nutmegs, Nut Vomica, Cardamoms, Ben, Tamarinds, Coloquintida, Pepper, Mace, Flax of all Sorts, Senna, Spikenard, Bastard Saffron, Cotton in Wool and Thread, Her-

modacstys, yellow Wax, Ginger, Rhubarb, Elephants' Teeth, Wool washed, and unwashed, Ostrich and Herons' Feathers of different Sorts, Mummy, Sal-Ammoniac, Nitre, Roche Allum, Sea Lizards, Botargue, Mother of Pearl, blue Linens of several Species from several Places, painted Linens, Mogrebines, Muslins, and Cambresines; *Egypt* also produces some Stuffs, and other Commodities of various Materials, as of Wool alone, Wool and Silk mixed, &c. Ribbons, Handkerchiefs, Carpets, and Muik; there are likewise exported from *Cairo* and *Alexandria*, a Quantity of Buffaloes, Ox, and Cow Hides in the Hair, red and yellow Cordouans, Shagreen Skins, &c.

*Egypt* does not want the necessary Materials for making good Glass, but she sends them to *Venice*, from whence they return manufactured, though in small Parcels, as the *Turks* never drink out of Vessels of this Commodity. There are still made in *Egypt* a large Quantity of Linens differing in Quality, and Stuffs with Silk and Cotton, Silk and Gold, and even Velvets, though but very few of them are perfectly good.

The Merchandize which *Europe* sends to *Egypt* are, Agarick, white and yellow Arsenick, black Lead, Orpiment, Antimony, Sublimate, Quicksilver, Vitriol, Vermilion, Cinnabar, Lattin and Brass Wire, Tin, *Venetian* Steel, Lead, Paper, Sattins, from *Florence*; Cloths of all Sorts, Caps, Cochineal, Coral from *Messina* wrought and unwrought, red Tartar, Roche Allum, Dying Woods, and Hardware; besides which a vast Quantity of Glass Beads from *Venice* of all Colours, are sold at *Cairo*, and afterwards transported to *India* and all *Africa*, where the Women deck themselves with these Toys, as the *European* Ladies do with Diamonds and Pearls. There is also carried on at *Rosetta*, a very considerable Trade from *Constantinople* and *Satalia*, in white Slaves, brought from those two Cities, and in black ones, remitted there in Return from *Egypt*: All the Eunuchs in the *Grand Signor's* Seraglio, and in private ones, as well as almost all the other Negroes, that are in *Turkey*, both Men and Women, come from *Egypt*, where an Infinity of white young Persons of both Sexes are brought in Exchange for them; the white Slaves are very dear, when they are well made, being worth at least from 40 to 45*l.* Sterling, and some Girls have been sold for more than ten Times as much. The greatest Part of the Trade at *Cairo* is transacted by the *Jews* and *Arabians*, who are here in great Numbers, and who, with some *Turk* Merchants, carry on that of the *Red Sea*, from whence they draw the Majority of the afore-mentioned Merchandizes; and it is also the *Arabian* Brokers who interfere in almost all the Negotiations here.

This Commerce is carried on by *Suez*, a Town situated at the Bottom of the *Red Sea* on the *Egyptian* Coast, about forty-five Leagues from *Cairo*, and separated by a Plain of firm Sand, very commodious for Carriages. It is from this small Town, whose Port nevertheless is far from a good one, that the *European* Goods, carried there by Caravans, are at first transported to *Gedda*, a League Distance from *Mecca*, and afterwards to *Mocha*, a City in *Arabia*, at the Entrance of the Straits of *Babel-Mandel*, where the *Red Sea* communicates with the *Indian* Ocean; and it is also at *Suez* that all their Merchandize arrives, which the *Turk* Merchants of *Cairo* import from the *East-Indies*, and of which the general Staple for *Egypt* is at *Mocha*, where these Merchants have their Factors.

The Commerce of the *Red Sea* is carried on by Means of the *Grand Signor's* Ships, and of some particular Princes, which Ships are without Decks, or Artillery, so that nothing would be more easy than their Capture; a Bark, furnished with only four Guns, might make an immense Booty in this Sea. When they are hindered by contrary Winds from arriving at *Suez*, they traverse the *Red Sea*, and go to winter at *Coffei*, a small Place, and not much frequented, five Days' Journey distant from *Coptain*, a City in the *Tchabaida*; whilst these Vessels are at an Anchor, they send from the *Upper Egypt* to take their Lading, and carry them Provisions and Goods. The Road from *Coffei* to the *Nile* is two Days' Journey farther than that from *Suez* to *Cairo*; nevertheless the Expence is not much more, because the Camels' Hire costs less in the *Upper* than in the *Lower Egypt*, and the remaining Carriage being by Water is performed for very little.

Besides what *Eastern* Merchandize the *Europeans* export from *Cairo* and *Alexandria*, the *Turkish* Merchants also transport a very great Quantity to *Constantinople*,

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*tinople*, and to other Cities of the *Grand Signor's* Territories, on their Saicks, and in which they also lade Rice, Flax, Sugar, and other Commodities of the *Egyptian* Growth; and the Total of this Commerce does not import less than between 7 and 800,000*l.* Sterling *per Annum*, and employs about an hundred, or an hundred and twenty Saicks in it.

The Trade of *Egypt* is also very great on the Part of *Asia*, from whence Caravans laden with Riches are continually arriving at *Cairo*, and which are conveyed by that Branch of the *Nile*, which falls into the *Mediterranean* near *Damietta*. it is from *Arabia* and the Neighbourhood of *Mecca*, that the white Balm comes to *Cairo*, so much valued by the *Eastern* Ladies, for preserving their Complexions, though there is but a very little of it unadulterated. Almost all the Soap that is used in *Egypt* comes from *Palestine*, where it is made of a very good Quality, though that of *France* is better; the Consumption of this Commodity is very great, because the washing with Lyes is not practised here.

The different Countries of *Africa* do not contribute less than the Rest of the World to enrich the Trade of *Egypt*; there is no Year passes in which some Caravans do not arrive from *Tunis*, *Algiers*, *Tripoli*, and even the remotest Provinces of that Part of the Earth; so that there is seen a continual coming in of Merchandize from all the Universe. Among these foreign Merchants who rendezvous at *Cairo* from all the inhabited Places of *Africa*, there is above all two Sorts, who ought not to be forgotten; of which the first was called *Croys*, living near the Isle of *Pheasants* on the Ocean, who come to *Pez* and *Morocco*, and from thence to *Cairo*, traversing the immense Deserts that lie in their Way. This Caravan, which is seven or eight Months on its Journey, touches also at *Tripoli* in *Barbary*, and brings Gold-Dust to *Cairo*; though they take Care not to sell it as such, for in so doing they imagine they commit a Sin, and therefore sell it for Silver, with which they buy Copper and Cutlery Ware, which they carry back with a certain Species of Shells, current in their Country for Money.

The second Sort of Merchants I just now mentioned are black like the first, and are full as singular; they have a Method of carrying on Commerce so particular that it is probable they are the only People in the World that practise it: In vain may any one offer them double the Value of their Goods, if he does not join the Elephant's Pizzle with it; that is to say, nothing but a good Drubbing will induce them to drive a Bargain, and therefore the Brokers of the Country, accustomed to the Manner and Expectations of this Gentry, do not fail to serve them according to their own Fashion, and always begin liberally to dispense their Blows, that they may terminate the Difference the sooner; after which Preliminary, these Negroes are the most contented People in the World, and there is nothing that may not be expected from their Good-Humour.

In fine, the *Nile* conveys to *Egypt* all that *Ethiopia* encloses most serviceable and precious; though it is not the *Ethiopians* themselves who carry on this Commerce, as these People very seldom trade any Distance from their own Country; but they sell their Merchandize to the Natives of *Nubia*, called *Barbarians*, who traversing the frightful Mountains which separate them from *Egypt*, bring those precious Effects there. Every Year a Caravan sets out from *Sannar* for this Journey; and though it is only composed of Merchants ragged and almost naked, who frequently want all Sorts of Conveniences in the toilsome dangerous Roads they have to go; it is impossible to conceive what Riches they are Bearers of. From several Parts of *Africa* there is brought to *Egypt* Gold-Dust, Elephants' Teeth, Ebony, Musk, Civet, Ambergris, Ostrich Feathers, divers Gums, and an Infinity of other Merchandize, though this Traffick is not a little increased by the Remises of two or three thousand Blacks sent here to be sold, from all which it is easy to conceive what prodigious Sums these Caravans must return with, either in Specie or Goods.

It must naturally be concluded, that a Commerce so considerable cannot but bring immense Sums with it, and make *Egypt* one of the richest Parts in the World. It is true, this Country produces neither Gold, Silver, nor precious Stones; yet it is probable, that there is not a Spot upon Earth where these Productions of Nature are less rare, or more common. The Flax, of which a prodigious Quantity



tity of Linens are made, and from thence spread into all Parts of the World; the Cotton gathered in Abundance, and a great Share of it worked up; the Wheat, Rice, Pulse, Sugar, Coffee, Sherbet, Hides, *Morocco* Leather, all Sorts of Drugs and Spices; that Sort of Earth called *Hanna*, so much esteemed, and of which there is so great a Demand in all the *Levant*, where it serves both Men and Women to paint their feet and Hands; all these draw immense Sums from *Europe*, *Asia*, and *Africa*; there is not a Year that 4 or 500,000 Dollars are not carried there from *France* and *Italy* only. From *Africa* there is annually imported from 1000 to 1200 Quintals of Gold Dust; and from *Constantinople* and *Asia* there comes more than a Million of Dollars, for the Purchase of Rice, Coffee, Linens, &c. It is true, that what the *Bashaw* pays yearly to the *Grand Signor*; what he sends to the Ministers of the Port to obtain a Continuance in his Post; what he and his Dependents carry off on his quitting the Government; that which the *Agas* levy, whom the *Sultans* send from Time to Time into this Country; what goes to *Damascus*, and all that which passes to *Mecca*, may amount to many Millions: However, it is certain that there remains near as much; and if the Natives, or even the *Turks*, who are under continual Apprehensions of being stripped, had not the Madness to bury their Money, by which Means it not only becomes useless to Trade, but is often absolutely lost, it is certain that few Kingdoms in the World would be richer than *Egypt*.

*Of the Commerce of the Archipelago.*

BY the Word *Archipelago* is to be understood a Cluster of small Islands, of which there are many in different Seas; but that I am now going to treat of is most necessary for the *European* Merchants to know, being as it were at their Doors.

This *Archipelago*, being the only one I believe that was known to the Ancients, lies in the *Egean* Sea; and the principal Islands are, *Argentiere*, *Milo*, *Siphanto*, *Serpho*, *Antiparos*, *Paros*, *Naxia*, *Stenofa*, *Nicouria*, *Amorgos*, *Calogero*, *Cheiro*, *Skinofa*, *Raclia*, *Nio*, *Sikino*, *Folicandro*, *Santorin*, *Nanfio*, *Mycone*, *Delos*, *Syra*, *Ibernia*, *Zia*, *Macronisi*, *Joura*, *Andros*, *Iinos*, *Scio*, *Metelen*, *Tenedos*, *Nicaria*, *Samos*, *Potmos*, *Fourni*, and *Skyros*, which produces Oil and Olives, Wine, Corn, a Sort of Lichen for dying Red, some ordinary, and some good Silk, Cotton, Figs, Malts and Planks, Salt, at *Milo*, in vast Plenty and very cheap, Brimstone, great Quantities of Mill-Stones, at *Milo*, Flax, Cheese, Oxen, Sheep, Mules, Emery, Laudanum, Wool, Goat's Hair, Marble, Cotton, Cloth, a small Quantity of Pitch, Vallonea, Honey, Wax, Scammony, several Sorts of Earth, Capers, &c. which the Natives sell to the several *Europeans*, who go here to purchase them.

*Candia* is a large Island, situated at the Entrance of the afore-mentioned *Archipelago*, formerly known under the Name of *Crete*; it carries on a considerable Trade, and all the Christian Nations, who traffick to the *Levant*, have Consuls settled here. The chief Towns of the Isle are, *Canea*, *Retimo*, *Candia*, and *Girapetra*; the Neighbourhood of the principal Place, as well indeed as all the Rest of the Island, are covered with almost an infinite Number of Olive Trees, yielding very good Oil, which is the principal Product of it, and in such Quantities, that in a common Year are gathered at least three hundred thousand Measures, of eight *Ocques* and a Half, and the *Ocques* of three Pounds two Ounces; here are likewise purchased, Wine, Gum Adraganth, Laudanum, Wool, Silk, Honey, Wax, Cheese, Cotton, and Wheat.

*Salonica*, the ancient *Thessalonica*, is a Sea Port seated at the Bottom of the Gulf, bearing the same Name, in the *Archipelago*. All the *European* Nations Trade here, but the greatest Commerce is from *Italy*. This Place is very fertile in Corn, and I have seen some very good Wheat from hence, though not quite so clean as it should be. The other Merchandizes of *Salonica* are, Tobacco, of which whole Ship Loads are exported at a Time, Hides, Cotton in Wool, better than that of *Smyrna*, yellow Wax, brought here in large Quantities from *Turkish Valachia*, unwashed Wool, and some coarse Woollen Stuffs, for the clothing of the Poor People and Soldiers.

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The Goods carried there are Indigo, Cochineal, Ginger, Pepper, Cinnamon, Mace, Nutmegs, Dying Woods, Sugar, Lead, Pewter, block and single Tin, Cloths from *England, France*, and *Holland*, Paper, Almonds, Verdigris, and sometimes Coffee from the Isles.

*Of the Commerce with the Coast of Barbary.*

WHAT is called *Barbary*, is that vast Maritime Part of *Africa*, which extends for more than six hundred Leagues from *Egypt* to the Straits of *Gibraltar*, and a little beyond them into the *Atlantick* Ocean. The principal Kingdoms, or Republicks, which divide the Coast of *Barbary*, are *Tripoly*, *Tunis*, *Algiers*, *Morocco*, and *Fez*; the Government of these two last is entirely monarchical, and subject to the same Prince; that of *Tripoly* is Republican, and those of *Tunis* and *Algiers*, a Mixture of both. All these States have a Number of Ports in the *Mediterranean*; and the Kingdoms of *Morocco* and *Fez* have also some on the Ocean, which are equally serviceable for the Christians' Trade, and for a Retreat to their own Cruizers.

The most considerable of these Ports, and where the greatest Trade is transacted, and Consuls of different Nations reside, are *Tripoly* and *Gouletta*, which is that to *Tunis*, *Algiers* and *Sallee*, in which last the chiefest Trade of *Fez* and *Morocco* is carried on, although a good deal is done at *Tetuan*, and some at *Arzilla*, *Alcassar*, *Azamor*, *Sabbia*, and *Santa Cruz*. The Kingdom of *Algiers* has, besides its Capital, *Tremecen*, *Constantine*, *Bona*, *Bugia*, *Gigery*, *La Galla*, *Cape Rosa*, *Collo*, and that called the *Bastion of France*, near the Gulf of *Storacourcourt*.

And besides the *Gouletta*, *Tunis* has *Bizerta* and *Port Farina*, though the *Tripolines* have only the Port of their City, with some few Places on the Coast, where none, or hardly any Trade is carried on.

The European Merchants have Warehouses only in the principal Cities, and rarely land in any others, on Account of the Impositions commonly practised there; trading among these People, as the Saying is, Pike in Hand, being always on their Guard, or otherwise they are surely abused or cheated.

I have already mentioned, in a former part of this Work, the Exports from *Barbary*, as well as the Goods they take off, and have little to add thereto, except something concerning the Trade of *Morocco*, which differs in several Respects from the others.

*Sallee*, as above observed, is the Port in the Kingdoms of *Fez* and *Morocco*, of the greatest Commerce; the Entrance of the River *Guerou*, on which it is built, has a Bar of Sand that changes according to the Winds that blow, which is of a vast Inconvenience to the trading Vessels, though it serves as a Resource to the *Salletines* when pursued by the *Maltese*, or other Christians, who are more in Safety here than in any other Port of *Barbary*.

The European Merchandizes are unladen immediately on their Arrival, into the Christian Merchants' Warehouses there, and afterwards sold Wholesale to the *Moors* or *Jews*, who send them to their Correspondents at *Morocco*, *Fez*, *Mequinez*, *Tarudant* and *Illoe*. The greatest Part of the Merchandize imported is consumed in these five Cities, particularly at *Mequinez*, twelve Leagues from *Fez*, and has the largest Magazines of Corn, Hides, and Wax, which are the chief Commodities of the Growth of *Morocco*, and the States dependent on it. And what Goods remain undisposed of in the said five Places are sent to the Provinces of *Sara*, *Dras*, and *Tonet*, in the Kingdom of *Taflet*, where the *Arabians* take them in Truck for Gold Dust, Indigo, Ostridge Feathers, Dates, and sometimes a few Elephants' Teeth; of which last, Gold, or the Feathers, none are produced in the Territories subject to the King of *Morocco*, although the Christians yearly extract from them a great Quantity of that rich Dust and Plumes. The Gold and Ivory is brought by the *Arabian* Troops, who go to procure them, as far as the Kingdoms of *Sedan* and *Gago*, which are Part of *Guinea*, and are above four hundred Leagues from *Morocco*. The Ostridge Feathers come from *Sara*, or *Dara*, a Country to the South of *Morocco*, towards the Sea of *Sand*, where the *Moors* and *Arabians* kill them in great Numbers, and sometimes take them alive,

and bring them to *Morocco*, which has led many Authors and Geographers into the Error of supposing them Natives of this Empire.

The *Benizequers*, a People of *Africa* in the Province of *Habat* in the Kingdom of *Fez*, have among them a Number of Weavers and Curriers, who carry on a great Trade in Linen and Hides; and the other Commodities in which they deal are, Honey, Wax, and Cattle.

*Santa Cruz*, in the Kingdom of *Morocco*, on the Confines of that of *Sus*, near to Mount *Atlas*, is a small Town, though it at present carries on a pretty good Trade, more especially to *Marseilles*, where Imports and Exports are such as are before mentioned.

*Algiers*, Mr. *Savary* says, contains above three thousand foreign Families which Trade had drawn there, though he supposes it principally arises from the Sale of the Prize Goods, continually bringing in by their Privateers. The Country produces plenty of Corn, besides the other Commodities peculiar to *Barbary*, and their Imports consist of Gold and Silver Stuffs, Damasks, Draperies, Spices, Pewter, Iron, hammered Copper, Lead, Quicksilver, small Cordage, Bullets, Linens, Sail-Cloth, Cochineal, Tartar, Allum, Rice, Sugar, Soap, Galls from *Aleppo* to *Smyrna*, Cotton in Wool, and Thread, Copperas, Aloes, Woods for Dying, Cummin, Vermilion, Arsenic, Gum Lack, Aniseeds from *Malta*, Brimstone, Opium, Mastick, Sarfaparilla, Incense, Spike, Honey, Wool, Paper, Glass, Beads assorted, &c. a small Quantity of these Merchandizes, however, sell here, although the Natives are always wanting them, as Duties must be satisfied, Recoveries difficult, a Retreat of the Property uncertain, and Imposition very frequent. Those, therefore, who need any of these Goods wait till the last Extremity, in Hopes of some Prize being brought in.

*Couca* is a small Kingdom, subject to that of *Algiers*; its principal Trade consists in Corn, Olives, Oil, Figs, Raisins, Honey, and Wax; here are also some Iron, Allum, Sheep, and Goats for Exportation.

The *Bastion of France* is a small Fortification built at the Extremity of the Kingdom of *Algiers*, on the Side where its Frontiers join with those of *Tunis*. The *French*, to whom it belongs, and from whom it received its Name, have been in Possession of it ever since 1561, when *Soliman II.* made them the Concession, after a previous Agreement with the Divan of *Algiers*, and the petty Princes of the Country, for which they pay 39,500 *French Livres* yearly.

*La Caffa* is the true Port to the *Bastion*; and besides these, the *French* have *Cape Rosa*, *Bonna*, and *Collo* in their Grant, from all which Places, they annually Export about fifty thousand Measures of Wheat, eleven or twelve thousand of Barley, five or six thousand of Beans, and some other Pulse, above eighty thousand Skins, a little Suet, above five hundred Quintals of Wax, and much the same Quantity of Wool. It is likewise here that the *French* have their Coral Fishery, of which they take from five to six hundred Quintals yearly; and all these Commodities are sent to *Marseilles*, except the Pulse or Grain, which the *Italian* Markets take off, and more especially *Genoa*.

The *Bastion* has been for some Years past united to the *French African* Company, or the *Cape Negro* Company, whose Exports from the Place of their Denomination, are like those from the *Bastion*, viz. Corn, Hides, Wool, and Wax, of which in a good Year their Extracts are considerable.

Between these two Places of the *Bastion* and *Cape Negro*, subject to *Tunis*, is the Isle of *Tabarque*, dependent on *Sardinia*, but has for a long Time appertained to Messrs. *Lommellini* of *Genoa*, in Property, who pay a Sort of Tribute to *Algiers* and *Tunis*, to preserve the Inhabitants in the free Enjoyment of the Coral Fishery, and do the same to the King of *Sardinia*, though their Island is well fortified, and free from Insults. It likewise carries on a tolerable good Trade on its Coast in Corn, Hides, and Wax.

#### Of the Commerce of AFRICA.

THIS is one of the four Parts of the World, bounded by the Ocean, the *Mediterranean*, and the *Red Sea*, which make a Peninsula of it; and a great Isthmus, between *Suez*, at the Extremity of the *Red Sea*, and *Damietta*, on the *Mediterranean*, joins it to *Asia*. This situation gives it a vast Extent of Coast, on which

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which only the *Europeans* have any Traffick; the Inland of their Continent being very little known, either from the Nature of the Country, the insupportable Heats that generally reign here, or on Account of the Inhabitants' Ferocity, of which the major Part are Savages.

And as a Connexion of Matters, which could not conveniently be separated in treating of the *Mediterranean Trade*, led me to describe that of *Cairo*, *Alexandria*, *Rosetta*, and all the Coast of *Barbary*, that make a considerable Part of *Africa*, I shall have no Occasion to repeat any Thing concerning them here; but under this new Title proceed to give a general Idea of all the Places, where any Commerce is transacted on the other Coast of *Africa*, and of the Establishment that the different Nations of *Europe* have there.

In regard to the Trade of the *Red Sea*, as it in some Sort appertains more to *Asia* than *Africa*, I shall omit speaking of it till I come to treat of the *Asiatic Commerce*, and at present confine myself to the *African* only.

Very little or no Trade has been carried on, nor any of the *Europeans* had any Settlement on the said Coast, from the Kingdoms of *Morocco* and *Sus* to the Neighbourhood of *Cape Verd*; near which Cape, and in the Space between the River of *Senegal*, which is one of the Branches of the *Niger*, and that of *Sierra Leona*, the *French* and *Portuguese* have some Factories; as the *English* and *Dutch* formerly had, but the one abandoned them, and the others yielded them to *France*.—Since writing the above, the *English* have driven the *French* from all their Settlements on the Coast of *Africa*.

The Coast of *Sierra Leona* is visited by Ships of all the four Nations, though solely the *English* and *Portuguese* have any Establishment here; and it is the first only who reside near *Cape Misérado* between the Coasts of *Sierra Leona*, and those of *Malagueta*, where they have about ten or twelve Houses in all.

The *French* carry on some Trade on the Coast of *Malagueta*, otherwise named *Greves*, though without any Residence, and on the *Ivory Coast*, which joins to this last-mentioned, all the Nations of *Europe*, that are engaged in the *African Trade*, transact a great deal here in *Elephants' Teeth*; though some of them, having no Settlements, are obliged to negotiate with the greatest Caution, very rarely putting Foot ashore for fear of the Natives, who are Cannibals, fierce, and untameable.

The *Gold Coast*, which is the next, is the most frequented of any in *Africa* by the *Europeans*; and to preserve the Trade of the rich Metal, from which it is denominated, there is hardly any of them who have not Habitations here, and some of them possess even Towns and considerable Fortifications.

*Ardres* is a small maritime Kingdom joining to the *Gold Coast*, though it affords very little for Trade but Slaves: And *Benin* follows, making a Part of the Coast of the Gulf of *St. Thomas*. The Isle of the same Name under the Line has belonged to the *Portuguese* ever since they drove the *Dutch* out, who had before taken it from them, whilst united with the Crown of *Spain*. The former also have some Settlements at several Places in the Gulf, and particularly at those which are in the Neighbourhood of the Kingdom of *Congo*.

It is from this Kingdom, and that of *Angola*, that the best Part of the Negroes transported to *America* are extracted, and where each Nation goes to seek the Number they want. The *Portuguese* are in a Manner Masters of these two Kingdoms, where they are both feared and loved by the Natives; however, their Authority does not extend to hinder the *English*, *French*, *Dutch*, &c. from carrying on the Slave Trade with Ease and Advantage.

The *Casraria*, or Country of the *Cafres*, begins almost where the Coast of *Angola* ends, and continues to the *Rio de Spirito Santo*, where that of *Sofala* commences. The *Europeans* have no Traffick in all this vast Extent of Coast, though it is the most celebrated of all the *African* ones, on Account of the Cape of *Good Hope*, which is situated about the Middle of it.

The *Dutch* have a Settlement at the Cape, though not so considerable for any great Advantage arising to them from their Trade with the Natives, as from its serving for a Rendezvous and Place of Refreshment to their *Indian Fleets* both going and coming.

After

After the *Cafrean* Coast, comes that, as I observed before, of *Sofala*, where none but the *Portuguese* are settled, as they also are at *Mozambique*, which joins next, and which has before it the great Isle of *Madagascar*.

In fine, it is also the *Portuguese* alone who carry on the whole Trade of *Melinda*, though it is the last Place they engross to Cape *Guaydasur*, which being doubled gives an Entrance into the *Red Sea*. The Coast of *Ajan*, or Desert Coast, which extends from the Kingdom of *Melinda* to the said Cape, produces nothing fit for Trade, having besides hardly any Inhabitants to carry it on.

I have not mentioned any of the Isles of the *African* Coasts, except those of *St. Thomas* and *Madagascar*; but in the subsequent Part of the Work, none shall be neglected that contributes any Thing to Trade; and at present I shall enter into a Detail of that wherein the *Europeans* are concerned on all the said Coasts, beginning it at Cape *Verd*.

*Of the Trade of the African Coast from Cape Verd to Sierra Leona.*

**CAPE Verd**, so named from the Ever-green Trees that cover it, is situated between the Rivers of *Senegal* and *Gambia*, which are two of the chief Mouths of the *Niger*, a River similar to the *Nile*, with which, as one may say, it divides all *Africa*; this traversing the one Half, before it falls into the *Ocean*, as the *Nile* does the other Half in its Progress to the *Mediterranean*.

The Trade practised in going up these two Rivers, either on the Coasts of *Senegal*, or on those which extend from *Gambia* to the Cape of *Sierra Leona*, consists in Gold Dust, Ivory, Wax, Hides, Gums, Ostridge and Heron's Feathers, Musk, Rice, Millet, Indigo, Cotton Coverings for Negroes, and these Slaves themselves.

The *Portuguese* have had great Settlements on all these Coasts, but at present their Habitations are something more inland, especially going up the River of *St. Domingo*, which is about thirty Leagues from that of *Gambia*, where their Residence is at *Cachoe*, the Place where the *African* Company of *Lisbon* have their Magazines, for depositing the *European* Merchandizes, and those they collect of the Country's Produce, brought down the said River, which is navigable for above two hundred Leagues, being annually above 100,000lb. of Wax, 50,000 of Ivory, and from 800 to 1000 *Negroes*, which they send to the Islands of *St. James* and the *Brazils*, besides those they send to the *English* and *Dutch*, who come here yearly to seek them.

The *Portuguese* here carry on their Commerce in Barks of about forty Tons Burthen, with which they trade up the Rivers *Cazuma*, *Pongues*, *Nonnes*, and even to that of *Sierra Leona*; the first furnishing them with their greatest Quantity of Wax; *Pongues* and *Nonnes* with Indigo; and *Sierra Leona* with Fruit, which they call *Coffe*, with which they drive a great Trade; and from all these Places they also get a Quantity of Ivory and Slaves, which they truck against the afore-mentioned *Negroes*, Clothing, Brandy, Iron, Pewter, &c.

The *English* had formerly many Habitations, and some Forts on the River *Gambia*: That called *St. James*, belonging to the *South-Sea* Company, situated a little higher than its Mouth, was taken and destroyed by the *French* in 1695.

The River *Gambia* has two Openings, the one to the North and the other to the South; in which latter, being most used, Ships of three or four hundred Tons may enter, but cannot go up it above six or seven Leagues; though Vessels of a hundred and fifty Tons may go up as many Leagues to *Majugard*; and the *English*, with lighter Barks, have often proceeded yet a hundred and fifty Leagues higher, from whence they have brought back a Quantity of Slaves, Gold, and Ivory, in Time of Peace, to *Majugard*, where they had a Magazine, and their Fort with their principal Habitation was in an Isle of the River about seven Leagues from its Mouth.

*Cantory* is a Kingdom of *Africa*, in *Negro* Land, on whose Coasts the *French* have a tolerable good Trade, and a Fort for its Security and Protection. The principal Traffick is in Skins and Hides, for which Duties are paid at *Beyboute*.

*Calbaria*, a Province in *Africa*, where the *Dutch* have a considerable Trade, chiefly carried on at the Town of that Name, their Fort being there, and their

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**T**HE *French* after the principal Establishment in the Isle of *St. Thomas* the first who occupied and *St. Michel* the *French* seized upon succeeding Years ever since, and the greatest Success in the Isle, and that in 1758; and the *Goree* was reduced to the Factories of *St. Louis*. And by 4 *Geography* in the *African*

All that the *Senegal* includes Hides, forty Elephants' Teeth, Marcs of Gold, Herons' Feathers, and white Sticks of Gum is worth at fifty Leagues Sales begin

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The *Lace* afore said Goods



Traffick in Slaves a good one, though the greatest Part of the Natives on this Coast are Man-Eaters. The Exchange for Slaves is unpolished Copper, or small Bars of hammered Brass, each weighing a Pound and a Quarter, and about two Feet and a half long, of which fourteen or fifteen are commonly given for Slaves of both Sexes, and different Ages, one with another; of these the Natives make a Sort of Lattin Wire, which they employ in Collars and Bracelets to adorn themselves; and in Case any of these latter are carried ready made from *Europe*, they use them there as Money.

## S E N E G A L.

**T**HE French Company of *Senegal*, united to that of the West in 1718, and after the Year 1719 swallowed up in the great *India* one, have two principal Establishments on this Coast; the one at the Isle of *Goree*, and the other in the Isle of *St. Lewis*, at the Mouth of *Senegal* River. The Dutch were the first who occupied the Island of *Goree*, and built there the Forts of *St. Francis* and *St. Michael*, though under their first Masters they had other Names. The French seized it in 1678; in 1692 the English took it from these last, who the succeeding Year again repossessed it; and the *Senegal* Company have occupied it ever since, and from hence carried on a Part of their Trade, of which, however, the greatest Share always continues to be transacted on the Coast of *St. Lewis* Isle, and that of the River *Senegal*. These Places were taken by the English in 1758; and by the Xth Article of the Peace of *Versailles* in 1763, the Island of *Goree* was restored to France, the Trade of the River *Senegal*, with the Forts and Factories of *St. Lewis*, *Podar*, *Galam*, were ceded to the King of Great-Britain: And by 4 Geo. III. C. 20. the Fort of *Senegal* and its Dependencies were vested in the *African* Company.

All that the French Company negociated, in the whole of these Settlements, *Senegal* included, might amount in a common Year to six thousand Bull and Ox Hides, forty or fifty Quintals of yellow Wax, seven or eight thousand Pounds of Elephants' Teeth, two thousand Cotton *Negro* Vestments, twenty-five or thirty Marcs of Gold, and fifty thousand Slaves. It also obtained some Ostrich and Herons' Feathers, Ambergris, Civet, a Quantity of coarse Cotton Cloth, blue and white striped; which were resold on the Gold Coast. The chief Traffick of Gum is with the *Moors*, who bring it on Horses to a Place called *Terrier Rouge*, at fifty Leagues from the Coast, going by the River of *Senegal*, of which the Sales begin in the Month of *April*, and last about six Weeks.

Higher up on the Coast is found the Kingdom of the *Jalofes*, and that of the *Ceratique*; and it is to this last that the Customs are paid for the Liberty to navigate and trade in the River of *Senegal*.

The English and Dutch have very considerable Dealings with these *Jalofes*, and the Places of their principal Transactions are *Camino*, *Jamefil*, and *Geroep*. The Months of *March* and *April*, with those of *November* and *December*, are the most convenient ones for this Commerce.

The Merchandizes proper for *Senegal* and *Gambia* are in Part the same, and Part different. Those for the River of *Gambia*, particularly for the *Jalofes*, with which the Dutch commonly lade their Vessels for this Traffick, are Bars of Iron, twenty-eight or thirty to weigh about ten Quintals, Brandy, Beer, Copper Basons of different Weight, Copper Plates of about a Pound, Yarn, coarse narrow blue Serges, four threaded Cloths, red, yellow and blue Ratines, red, yellow and white combed Wool, white, blue, red, and yellow, Glass Beads of various Sorts, rough Coral, Sabres, Copper Trumpets, red Caps, round Padlocks, Rock Crystal, Sailors Knives, coarse Shirts, and fine ones with Lace at the Bosoms and Wrists, Suits of Cloths from *Harlem*, *Silesia* Linens, and others both of Hemp and Flax, fine Cotton Linen, fine and common Paper, Earthen Pots white and blue, Blankets of *Leyden*, *Irish* Mantles, *Morocco* Leather Shoes, Hats, brown Fustians, coarse white Thread, Glass Bottles with Pewter Stoppers, and all Sorts of Needles.

The Ladings of the French Ships for *Senegal* were in Part composed of the aforesaid Goods; and besides them of black Cotton Linens, calendered Linens of

*Rouen*, Kettles from four to ten Pounds' Weight; some few Trinkets of Silver, yellow Amber, Pewter, little Looking-Glasses with painted Frames, some Coin, large red Coral, Taffeties, Crimson, cherry Colour, yellow, and blue, though but few of them, a few Cloves, Sambouc Wood, and the Iris of *Florence*, for Presents to the *Negro* Kings, as also a few Ells of Scarlet Cloth for the same Purpose.

Arms, such as Musquets, Musquetoons, Fowling Pieces, Pistols, double barrelled Guns, Gunpowder, leaden Balls, Shot, and Flints, are equally proper for *Gambia* and *Senegal*; but one of the best Merchandizes, and of which the Sales are the most considerable, are the *Maldivian* Shells, called *Cauris* in *India*, and *Bouges* on the Coast of *Africa*.

All these Merchandizes, and some others which will be hereafter mentioned, are equally proper for the Trade of all the other *African* Coasts, excepting the above-mentioned Shells, which are only current from *Cape Blanco*, to and including *Juda*, or *Xavis*, on this Side the River *Ardes*. But *Angola*, where the greatest Purchase of *Negroes* for *America* is made, does not admit these Shells in Trade. It is true, that the Inhabitants of *Congo*, do also make Use of Shells, by them called *Zimbi*, or *Zimbi*; but these are carried them only by the *Portuguese*, who are in a manner Masters of all this great Kingdom.

*The Commerce of the African Coasts, from the Cape of Sierra Leona, to the River of Ardes.*

IT is from the River of *Sierra Leona*, that the Coasts of *Malaguete*, or *Malaguette*, begins, so called from a Sort of Pepper, that makes the principal Trade of the *Blacks* of this Part of *Africa*; the *English* and *Portuguese* share this Traffick; the first having a Factory conveniently established in one of the Islands, and the other within Land.

The Merchandize this Country affords them, are Rice, Elephants' Teeth, the best on all the Coasts, Civet, and a little Ambergris. The Capes of *Monte*, and *Miserado*, would likewise be good Places for the Ivory Trade, could the Inhabitants be made tractable, as the River *Jonco*, or *del Punto*, would, did not the Sea break in such a Manner, as to render anchoring there very dangerous.

The Ivory Coast joins to the preceding, and produces only those Teeth and a little Gold for Trade. Iron Rings and small Bells are what most pleases these Barbarians from *Europe*; and the Places of the greatest Trade on this Coast, are the *Grand Dronin*, situated in an Isle formed by a small River; *Groma*, *Tabou*, *Little Tabou*, *Tao*, *Rio Fresco*, *St. Andrew*, *Giron*, *Little Dronin*, *Bortrou*, *Cape la Hou*, *James la Hou*, *Wallockh*, and *Gammo*.

The Gold Coast begins at the River *Sueiro da Castos*, and is about a hundred and thirty Leagues long East and West. This Coast is above all others of *Africa* the most frequented by the *Europeans*, and where the *English*, *Dutch*, and *Danes* have very considerable Settlements: The great Quantities of Gold found, and sold on this Coast, have given it its Name, and its chief Market Places are, *Atchim* or *Axime*, *Acera*, called also *Tafon*, *Acanni*, *Acherva*, and *Fetu*. That of *Axime* is the best, and of the Standard of twenty-two or twenty-three Carats.

*Abasson* is the first Kingdom on this Coast westward, which extends only about six or seven Leagues along Shore, though its Bigness within Land is unknown. On sailing Eastward, the Villages and little States of *Albiani* and *Tubo* are met with; the first six Leagues from *Iffini*, and the other ten. The Ships that trade along the Coast come to an Anchor before these Villages, and hoist their Colours, on which the *Negroes* immediately come off, and on finding them Friends, go aboard, where they are commonly regaled with a Glass or two of Brandy, and an Enquiry is made from them, whether any Ships have been lately on the Coast, and what Goods they have got to dispose of.

The Kingdom of *Guimere* is the nearest to *Cape Apollonia*, and though its Sea Coast be very contracted, it is pretty considerable within Land, and drives a great Trade, either from Gold Mines it has itself, or with what it collects by its Commerce, with those that possess them, as this Metal is very common here; and the Traffick in Ivory and Slaves is not a little. At eight Leagues to the East of *Cape St. Appellina*, is the Village which the *Negroes* call *Axim*, the French *Axime*,

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*Axime*, and the *Dutch Atchim*, of which these last have been for above a hundred Years Masters.

After *Axime*, is *Cape des Trois Pointes*, called so from three Mountains which compose it. The Subjects of the King of *Prussia* were settled here, and had a Fort, which they had obtained in 1720, and delivered up to the *Negro* King, Master of the Country, who acquainted the *French* therewith, and solicited their coming to settle there, with Offers of an exclusive Trade; but they neglecting to improve the Opportunity, the *Dutch* took it in 1725, and continue to enjoy it, and is one of the most considerable Places on the Coast; the Anchorage is good, the Landing easy, without any Bar; the Country is healthy, abundant, fertile, and well cultivated. Besides the Gold Trade, which is very considerable, here is a great deal of Ivory, and many Slaves. The *Dutch* have another Fort called *Botrou*, about two Leagues to the Eastward of the Cape; and another at six Leagues to the East of *Botrou*, named *Witsen*, pretty near to *Tacoravi*.

*Sama* or *Chama*, is one of the chiefest Places on the Gold Coast, being near four Leagues East of *Tacoravi*; it contains about two hundred Houses, and the *Portuguese* had here formerly a Factory, and a Redoubt; but the *Dutch* seized both the one and the other, and carry on a considerable Trade here, it being the Rendezvous of all the neighbouring Negroes.

The Kingdom of *Gnaffo*, or *Commendo*, being four Leagues to the East of *Sama*, this with *Fesu*, or *Fetu*, and *Sabou*, made formerly but one Kingdom, and was then powerful and rich, but, since its Division, is greatly diminished. The *Negroes* call it *Commenda Ajata*, and the *Portuguese*, *Aldea de Torres*, though it is yet known under the Name of *Little Commendo*, to distinguish it from *Gnaffo*, which is further in Land, and denominated *Great Commendo*. All this Country is extremely fertile, and abounding in every Thing necessary for Life. At *Little Commendo*, is a celebrated Market kept daily, the best furnished of any one in *Guinea*, and it may be in all *Africa*.

Although the Gold Trade is not so considerable here, as at the Places before-mentioned, and at the Mine, &c. which I shall hereafter speak of; yet the *French* have notwithstanding made a Settlement that is of infinite Service to them, for furnishing their Ships with Refreshments in their Voyages to the East, and in their Return to *France*.

The Castle of the Mine, known by the Name of *St. George de la Mina*, is the principal Factory, and the best Fortrefs which the *Dutch* have on the Gold Coast, being the Residence of their Director, and general Commandant, and the Centre of their Commerce, on which all their other Settlements depend. The Soil is infertile, and therefore the Miners are obliged to the *Blacks* of *Commendo*, *Fetu*, and *Cape Corfe*, for their Provisions; which last Place lies about three or four Leagues from the Mine, and has for some Years past been the chief Settlement of the *English* in these Parts; it is the Residence of the Director General of the *London* Company, who has the Authority over all the Settlements which this Nation has in *Guinea*; and the Fortifications are here so strong, as to have resisted the *Dutch* Fleet, under the Command of Admiral *Ruyter*. The Village occupied by the *Negroes* is the most considerable of the Kingdom of *Fetu*; it is composed of more than two hundred Houses, and has a diurnal Market, where every Thing may be had for Money that a Person can wish for.

By the Agreement which the *English* and *Danes* made on their joint Capture of this Place from the *Dutch*, it was stipulated that the *Danes* should have a fortified Settlement here, called by them *Fridericbourg*, which is to the North-East of the Village, and is commanded by the principal Commissary of the *Danish* Company, which carries on a considerable Trade here.

Although the Fort and Village of *Cape Corfe* are in part dry and arid, the Rest of the Kingdom is very fertile and abundant, the Lands are well-cultivated, and the Natives, who are numerous, are very laborious.

The Village of *Moure* is a little League from *Fridericbourg*, where the *Dutch* have a Fort with the Name of *Nassau*.

The Kingdom of *Fantin* is extremely rich, populous, and potent; the greatest Village is *Cormantin*, about three Leagues from *Moure*; the *English* had formerly a Fort here taken and retaken by the *Dutch*, with whom at last it remained, and they

they have here a good Trade, as they have at *Adia* and *Jamolia*, which they have fortified. The Country is rich in Gold; the Inhabitants laborious, Lovers of Trade, of which they have learned the Secret; and Oeconomy from the *Dutch*.

*Ackram* or *Acron*, a Town in *Africk* on the *Guinea* Coast, is not far from *Bregu*, or *Berku*, and whose principal Traffick consists in Gold Dust, which the Inhabitants give in Exchange for red Cloth, Pots, Kettles, Basons, and other Copper Kitchen Utensils.

*Aguranna*, another *African* Kingdom on the Gold Coast, carries on much the same Traffick as the Preceding, with the Addition of some few Slaves.

*Of Acara, Lampi, Juda, and Ardres or Ardra.*

**A***CARA* is a large Kingdom, seated at the Extremity of the Gold Coast, where the *English*, *Dutch*, and *Danes*, have each a considerable Fort, which render them Masters both of the Gold and Negro Trade, and therefore obliges the *French* to deal with *Lampi*, *Juda*, and *Ardres*, even when at War with these Nations; the latter of which borders on the Kingdom of *Boneri*. Before that *Moure* and *Cormanteri* had attracted the greatest Part of the Business transacted on the Gold Coast, the Village of little *Acara*, situated at the End of it, was the Place where most of the *European* Merchandizes found Dispatch; this Village only furnished a third of all the Gold that the *Europeans* traded for on this Coast, and the Negro Trade is still pretty good here, as between three and four hundred may annually be purchased on reasonable Terms.

The Commerce of *Lampi* and *Juda*, a small Kingdom between *Acara* and *Ardra*, is not inconsiderable, especially for the Purchase of Negroes. In the Years 1706 and 1707, the *French* Asiento Company bought here two hundred and fifty each Voyage, in Truck for *European* Goods from forty-five to fifty *French* Livres per Head, though in the Kingdom of *Ardres*, from whence near three thousand Slaves may be annually extracted, they cost about eighty ditto; and these with Provisions, are the only Articles of Commerce in this Kingdom for Exports; the Goods esteemed most here for Truck, are the biggest Glass Beads; large Crystal Pendants; large gilt Cutlasses; coloured Taffeties; silk Stuffs striped and spotted; fine Linen; Laces; fine Handkerchiefs; with Buttons; Iron Bars; a fine thin woollen Stuff called Bouge; Copper, cylindrical, and pyramidal Bells; long Coral; Copper Basons of various Sizes; Muskets; Brandy; large Umbrellas; gilt Looking-Glasses; *China* Taffeties, and other Silks from that Part; Gold and Silver Dust; *English* and *Dutch* Crowns.

*Of the Trade on the Coast of the Kingdom of Benin.*

**T**HE *Europeans* trade but little in this Kingdom, although it has two hundred and fifty Leagues of Coast, and the Inhabitants are less savage than the Negroes of *Guinea* and other Parts of *Africa*. The Merchandize found here are Cotton Habits striped according to their Fashion, afterwards sold on the Gold Coast, and others blue, proper for the Trade of the River *Gabou*, and on that of *Angola*; Jasper Stones; female Slaves, for they will sell no Men; Leopard Skins; Pepper and Acori, which is a Species of blue Coral that grows under Water, in the Form and Manner that other Corals do. In Exchange of these Commodities are given Gold and Silver Stuffs; Red and Scarlet Cloths; Red Velvets; Violet coloured Ferrets; *Harleim* flowered Stuffs, well coloured; Red Glass Ear-Rings; Looking Glasses with gilt Frames; Glass Beads; Bouges; fine Coral; Earthen Drinking-Pots striped with Red; all Sorts of Cotton Thread, and Linen; Oranges; Lemons, and other green Fruits candied; Brass Bracelets weighing five Ounces and an Half; Lavender; and Iron Bars.

The *Dutch* are almost the only Traders with these People, as it is they alone among all the *Europeans* who have a Warehouse here, which by the King's Permission is established at *Golou*, a large Village on the River of *Benin*; and this Commerce they enjoy so uninterruptedly, as the Country produces neither Gold, Ivory, Aides, Gum, Wax, nor Slaves, as above-mentioned, though the Natives are much

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much more civilised, honest, and if the Expression may be allowed, polite than any of their Neighbours.

Captain *Snelgrave*, in his *Treatise of Guinea*, published in 1734, says, that the River *Congo*, in the sixth Degree of southern Latitude, is the most distant Part that the *English* trade to, whose Commerce here is so greatly augmented since the Peace of *Utrecht*, that instead of thirty-three Ships under those Colours that in 1712 were on the coast of *Guinea*, it was demonstrated to the Commissioners of Trade, that in 1725 there were above two hundred Sail, to the great Advantage of Navigation and our *American* Colonies.

Our Author recounts the Ruin of the Kingdom of *Whidaw*, *Fida*, or *Juda*, of which *Sabee* is the Capital, situated about seven Miles from the Sea; and here the King had granted to the *Europeans* commodious Houses for their Factories, protecting both their Goods and Persons. The Port was open and free to all *European* Nations, who came here to purchase Slaves; and this Trade was so considerable, that the *English*, *French*, *Dutch*, and *Portuguese*, exported above twenty thousand yearly from this Kingdom and its Neighbourhood; but the Liberties which the Natives enjoyed of having many Women, and their abandoning themselves to Luxury and Pleasure, so effeminated them, that although they could bring above an hundred thousand Men into the Field, their Cowardice was so great, as to suffer two hundred Enemies to drive them from their Capital, and to see uninterruptedly their whole Country destroyed by a Nation, which they had formerly despised.

## OF CONGO.

THE *Portuguese*, who discovered this Kingdom in 1484, and settled herein 1491, are the only *Europeans* that trade here; all other Nations only stopping for Refreshments, which they purchase of the Blacks, in Exchange for small Looking-Glasses, Beads, &c. The principal Settlement of the *Portuguese* is at *Loanda*, the Residence of the Vice-Roy, and, as may be said, the Capital of what the Whites possess in this Kingdom; the Port is very large, and the Anchorage secure, and this is the Place where all the Ships arrive and sail from, either for *Europe* or the *Brazils*.

The Slave Trade is the most important one that the *Portuguese* have at *Congo*, and the Number which they send yearly to the Support of their *American* Colonies is surprizingly great; but what renders this Business still more advantageous and considerable, is the short Cut from hence to the *Brazils*, compared with what all other Nations have to run, when carrying these unhappy Wretches to their Plantations; as the *Portuguese* seldom exceed a Month or five Weeks in their Passage, and consequently in this short Time are not exposed to such a Loss by Mortality among their Slaves, as others are, who have a much longer Voyage to make, which frequently occasions Distempers that sometimes carry off the greatest Part of them.

It is difficult to ascertain the Number of Slaves, which the *Portuguese* residing at *Loanda*, *Colombo*, *St. Salvador*, and all other Places in this Part of *Africa*, have in Property. Those who are least rich, having fifty, an hundred, or two hundred belonging to them, and many of the most considerable possess at least three thousand; a religious Society at *Loanda*, having of their own twelve thousand of all Nations, which being Blacksmiths, Joiners, Turners, Stone-Cutters, &c. do almost all bring their Masters in from four to five hundred *Reis* per Day, Gain, which they procure by working for the Publick.

Besides Negroes, *Congo* produces Ivory, Wax, Honey, and Civet, and has in it some Mines of Iron and Copper, though of these no great Quantity is extracted. *St. Salvador* is properly the Rendezvous of all the *Portuguese* Merchants; where they bring Gold and Silver Stuffs, Velvets, *English* Cloth, Gold Lace, black Rattine, small *English* Carpets, Copper Basons, blue Earthen Pitchers, Hats, Rings, Coral, Fire-Arms, and Shells called here *Zimbi*, or *Zinibis*, as before observed, which serve for a small Money; besides all which, Brandy and Wine find here a current and good Dispatch.



## OF ANGOLA.

**ANGOLA** is of all the *African Coasts* that which furnishes the *Europeans* with the best *Negroes*, and commonly in the greatest Quantities, although it scarcely extends twenty-five to thirty Leagues along the Sea-Shore; it is true, this Kingdom widens considerably within Land, being at least an hundred and fifty Leagues in Length, and as much in Breadth, whose Capital is *Loanda St. Paulo*.

Although the *Portuguese* are extremely powerful in the interior Part of the Kingdom; and that the Majority of the *Negroes* in the Provinces they have subdued, may properly be termed the Vassals of his most faithful Majesty, to whom they yearly pay a Tribute of Slaves, yet the *Negro Trade*, which is transacted on the Coast, has always remained free to the other Nations of *Europe*; and the *English*, *French*, and *Dutch* send yearly a great Number of Vessels, who carry off many thousands of these poor unhappy Creatures, for the Supply of their *American Settlements*, or for Sale in those of the *Spaniards*.

The *Portuguese* are, however, those which deal the most here; and it is astonishing that they have not before now depopulated the Country, there being hardly any Year, that they do not ship off fifteen thousand for *Brazil*. The Villages of *Cambambe*, *Embaco*, and *Maffingomo*, are those which furnish most Slaves to the *Portuguese* Merchants concerned in this Traffick.

And the Merchandize with which they pay for them, are Cloth with great Lifts; Crimson Silk Stuffs; Linens; Velvets; Gold and Silver Lace; back Serges; Turkey Carpets; white and coloured Thread; sewing Silk; Canary Wine; Brandy; Olive Oil; Sailors' Knives; Spices; refined Sugar; great Hooks; Pins three Inches long, and others of various Sizes; Needles, &c.

The *Portuguese* have also a Settlement at *Binguala*, a small Kingdom dependent on that of *Angola*, where they carry on some Trade; but this Place is unwholesome, and fitter for the Abode of Criminals banished by the Tribunal at *Lisbon*, than for the Residence of Persons exercising Trade.

## Of Loango, Malimbo, and Cabindo.

**T**HE *Negro Trade* that is carried on in these three Places of the *Angolian Coast*, is not one of the least considerable, that the *English* and *Dutch* are concerned in, on the Shores of this Part of *Africa*, whether for the Number, Goodness, or Strength of the Slaves, for which the *Europeans* prefer them to all others; and the Inhabitants of the *American Colonies* always give for them a higher Price, as more able to sustain the Labour and Fatigues of the Culture and Manufacturing Sugar, Tobacco, Indigo, and other painful Works, in which it is customary to employ these miserable Persons.

The Merchandize proper for these Parts is the same as has been already mentioned, so I shall only add a Remark made by the Judicious in this Commerce; that as soon as the Business is concluded, and the Slaves aboard, not a Moment should be lost in getting to Sea, for fear that the unhappy Captives should grieve at the Sight of their Country, from which they are to be for ever banished.

## Of the Trade of the African Coasts from the Cape of Good Hope, to the Entrance of the Red Sea.

**T**HE *Portuguese* discovered the Cape of Good Hope in 1493, but they remained undetermined to settle here, either through a Want of Courage or Defect of Prudence, or by a Reflexion on the Cruelty with which they treated the poor *Hottentots*, in Revenge of their being at first not well received by them. It does not appear that from that time the *Europeans* made any Descent there till 1600, when the Ships of the *Dutch East-India Company* began to touch here, though they did not at first comprehend all the Advantage they might draw from an Establishment in this Country, and therefore contented themselves for some Years to anchor here, going and coming, only to buy fresh Provisions; and in order to secure these from any Insult till re-embarking, they built a small Fort upon the Harbour

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whose Ruins were discernible not long ago. But on the Company's Ships stopping here as usual, in 1650, one Mr. *Van Reibeeck*, then a Surgeon, soon perceived, by the Situation and Goodness of the Country, of what Advantage the Establishment of a Factory here would be to the Company's Trade, and on his Return to *Holland*, he communicated his Thoughts to the Directors, who so far approved of them, as to resolve on attempting the Thing without Loss of Time, and accordingly they charged him with the Care of the Expedition, and gave him four large Ships, with all Materials, Instruments, Workmen, &c. necessary for the Undertaking: They made him Admiral of this little Fleet, and Governor of the Cape, with full Power on his Arrival to treat with the Natives, and to regulate every Thing that he should judge would be conducive to the Establishment of the intended Colony, on a secure and lasting Foundation. *Van Reibeeck* had all the Success that he could possibly desire in this Enterprize; as he knew well how to ingratiate himself with the *Hottentots*, by the Presents he made them of some Hardware, he presently concluded a Treaty with them, by which they granted the *Dutch* full Liberty to settle in their Country, and to trade with them as they should think proper, on Payment of fifty Guilders, in the same Sort of Merchandize as their Presents were. This Treaty was immediately executed with Punctuality by both Parties, and from that Time the *Dutch India* Company have enjoyed an uninterrupted Settlement, and nothing is neglected to render it as beneficial as possible.

When I say their Establishment has been without Interruption, I mean from the contracting Parties; for as soon as the *Dutch* began to cultivate their new purchased Lands, and to build Houses and Forts, the *Gunjermans*, which are a Nation at the Cape nearest the Sea, opposed themselves to this Establishment, and called in all the neighbouring Nations to their Assistance: but the *Dutch* defended themselves so well, that their Enemies were obliged to demand Peace, which was granted them on the following Conditions, *viz.* The first Agreement was not only confirmed, but it was further stipulated, that all the Lands which the Natives did not then actually occupy, shall thence-forward belong to the *Hollanders*, with this Clause only, that the Natives might settle wherever they pleased, provided it was in Places that the *Dutch* left uncultivated. An Alliance offensive and defensive was at the same Time concluded, which though not set down in writing, the *Hottentots* not understanding the Use of Letters, has been hitherto religiously observed. By this Treaty the *Dutch* are in a Manner become the Masters of all this Country; and the Chiefs of the Nations frequently come to renew the Alliance with the Governor, and to bring him Presents of Cattle, when they are always well received, and their Gifts returned in Tobacco, Brandy, Coral, and other Things they are known to be fond of.

It has cost the Company immense Sums to put this Establishment on the Footing it at present is; Mr. *Kolben* computes the Expence of the first twenty Years to have been at least a Million of Guilders *per Annum*, and that during the Time he was there, it was difficult to raise enough to defray Charges. The Revenues consist in the Tithes of all the Lands which the *Europeans* possess at the Cape, Ground Rents, Customs on all foreign Wines, and those of their own Growth, on Tobacco, Beer, Brandy, and other distilled Liquors, as well as on the Profits made by Trade, which the aforesaid Mr. *Kolben* reckons annually amounts to 225,000 Guilders. But as the Colony has always gone on increasing, and fresh Lands continually been grubbing up, this Establishment must become very beneficial in Time.

The Territories which the *Dutch* possess are divided into four Districts or Colonies, of which the first is called the *Cape*, because it is the nearest to the Sea, and the City and Fort of *Good Hope*, are built there.

The second Colony is that of *Stellenbosch*, so called from *Steel*, the Name of a Governor, *Simon Vander Steel*, under whom this Establishment was made, and *Bosch*, which in *Dutch* signifies Wood, because the Country was entirely covered with it, or over-run with Weeds, when the *Dutch* took Possession; this Colony is separated from the first by Sands of a great Extent, and divided into four Parts, of which the two principal ones are, that which still retains the Name of *Stellenbosch*, and that called *Hottentot Holland*, not because it resembles the Province

Province of *Holland*, which is much less, and very differently situated, but because it appeared to the first Settlers, to be the fittest for Cattle appertaining to the *India Company*.

*Drakenstein* is the Name of the third Colony, which begun by settling in 1675; a great Number of *French* Protestants having a little before fled for Refuge to *Holland*, the Company, by Recommendation of the States General, sent many with their Families to this Country, with Orders to the Governor to give them Lands, and all Necessaries for their Culture; it is these or their Descendants, who at this Time compose the greatest Part of the Inhabitants of *Drakenstein*; and although they have omitted nothing that might render this Settlement flourishing, and herein have been assisted by the Soil, which in general is very good, yet few have obtained a Sufficiency to make themselves easy, but generally speaking are poor, living from Hand to Mouth, and in Huts like the *Hottentots*. This seems surprising, but our Author attributes it to the little Support afforded them, as there was Room to have expected more.

The Country is mountainous and stony, yet nevertheless very fertile, producing almost every Thing growing in the other Colonies; the Honey Mountains are here among others, so called from the great Quantity of that sweet Liquid, which a Meridian Sun forces in drops from the Cliffs of the Rocks, and which the *Hottentots* acquire at the Peril of their Lives. The Governor *Vander Stel* gave this Colony the Name it bears, in Honour to Monsieur Baron *Van Rbeede*, Lord of *Drakenstein* in *Guilderland*, who in 1685 was sent by the *India Company*, in Quality of Commissary General, to examine the State of all their Factories and Plantations, and to redress as he should think proper the Abuses crept in there.

The last and youngest Colony of the Cape is that of *Waveren*, which received this Name from *William Vander Stel*, in Honour of the Family of *Van Waveren* of *Amsterdam*, to which he was allied. It was before called the *Red Sand*, on Account of a Mountain which separates it from the Colony of *Drakenstein*, on the Top of which, and about it, is found a great Quantity of this red Sand. The Country is naturally very fertile, but little cultivated, as the Inhabitants possess nothing here in Property, but are obliged to renew their Leases every six Months with the Governor.

There is not a Country in the World, according to Mr *Kolben*, that feeds so great a Quantity of large and small Cattle, as the Cape of *Good Hope*, where they are cheaper, and their Flesh better; an Ox commonly weighs here between five and six hundred Pounds, which is given for a Pound of Tobacco; and a Sheep's Tail weighs from fifteen to twenty, and sometimes thirty Pounds.

As lazy as the *Hottentots* naturally are, they do not however neglect an Application to the Mechanick Arts, and they are even so expert, that it is inconceivable how they should be accused of being a People the most ignorant and stupid in the World: They have Furriers and Tanners by Profession among them, who understand repairing the Skins with which they cover themselves, and the Hides that they employ in divers Uses, almost as well as the *Europeans*; Artificers in Ivory, who without any other Instrument than a Knife, work in it with as much Propriety and Delicacy as the best Turners; Matt-Makers, Rope-makers, who have the Art to make Cords with small Ruthes, that are as strong and durable as Hempen Ones; and the Blacksmiths, who very well understand to cast Iron, and give it all Sorts of Forms, only with Flints, although they hardly ever make any other Use of it, than to arm their Sticks, Arrows, Javelins, and other similar Instruments. These Blacksmiths work also in Copper, though but a little; for all their Performances herein are reduced to some Toys, with which the Men and Women adorn themselves; and they are all in general Potters, every Family making their own Vessels, for which they use the Earth of an Ant Hill, which they carefully cleanse, and afterwards knead with Ant Eggs, which make an admirable Cement, and gives to the Matter a jet Black, that it never loses. It is hereby seen, that they neither want Invention or Dexterity, and that if they were less slothful, they would, in the Mechanick Arts, soon equal all the other *Africans*.\*

\* *Kolben's* present State of the Cape of *Good Hope*.

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## Of SOFALA and MONOMOTAPA.

THE Kingdom of *Sofala* is rich in Gold Mines and Ivory, and these two precious Commodities attract Foreigners, and maintain Commerce. The *Arabians* are supposed by some, and the Fleets of *Solomon* and *Hiram* King of *Tyre* by others, to have been the first Traders to these Parts; but as I have treated largely of this Contest in my Historical Introduction, I beg Leave to refer my Reader thereto, for any further Information.

The *Portuguese* settled here towards the End of the fifteenth Century, and in 1500 even obtained Permission to build a Fort pretty near the Capital, for the Habitation of their Factors, carrying on their chief Trade herein, for which it was commodiously situated on the *Quama's* Shore, where they had their Warehouse for *European* Merchandise sent them from *Mosambique*.

The richest Mines of the Kingdom are those of *Sofala*, from which there is yearly extracted, if the *Negroes* may be credited, more than two Millions of *Mergals*, which at fourteen *Livres* *Tournois*, as Mr. *Savary* computes them, make twenty-eight Millions of *Livres*: These Riches are divided between the *Portuguese*, who are the only *Europeans* that trade to this Kingdom, the *Arabians*, more especially those of *Ziden* and *Mecca*, and the *Mahometans* of *Quilloa*, *Monbasse*, and *Melinda*. These latter come in small Barks, which they call *Zambucks*, and bring blue and white Cottons, Silk, *Ambergris*, and *Succinum*, or yellow and red *Amber* variously carved.

The Commerce of the *Arabians* may import above 140,000*l.* Sterling per Annum, in the exchanging divers Sorts of Goods that they bring from the *East-Indies* and the *Red Sea*, against Gold and Ivory.

In Regard to the *Portuguese* Trade, it is carried on by those of this Nation settled at *Mosambique*, who send here the Products of *Europe*, proper for this Market, on which they make so vast a Profit, that only the Governor's Rights amount nearly to between 60 and 70,000*l.* Sterling, extra of the *Portuguese* Troops Pay, which comes out of this Trade, and besides the Tribute that is annually sent to the King of *Portugal*, which is very considerable.

The smallest Share of these Merchandizes are, however, consumed in this Kingdom, the Rest passes to *Monomotapa*, where the *Sofalois* truck them against Gold, which is given them unweighed, these People never using Scales, and making, as one may say, an arbitrary Traffick, dependent on the Caprice of the Buyer and Seller.

The Kingdom of *Monomotapa* being within Land, and none of its Provinces near the Sea, Strangers, and more especially the *Europeans*, carry on no direct Trade with it; it is true, the *Portuguese* have some Settlements here, but Religion has been a greater Motive to their Origin than Trade; so that all the Gold, Ivory, and Ostrich Feathers, which are the principal Commodities that this vast Tract of *Africa* furnishes to Commerce, pass, as before observed, through the Hands of the *Sofalois*. The Gold of *Monomotapa* is of two Sorts, the one from the Mines, and the other found in the Gravel of the Rivers; and from both the Quantity collected annually is so great, and the Merchants of *Sofala* have so rich a Business here in Truck for *Asian* and *European* Goods, which come from the *Arabians* and *Portuguese*, that these latter commonly call the Prince to whom *Monomotapa* is subject, the Golden Emperor.

## Of MOSAMBIQUE.

THE *Portuguese* are the only *Europeans* who have any Establishments, or carry on any Trade in the Kingdom of *Mosambique*; the *Arabians*, however, share with them, although the former use all possible Means to hinder their Progress, and secure it entirely to themselves. The *Portuguese* Habitations along the Coast are considerable, and all defended by good Fortifications, or at least by strong Houses, which serve for Magazines and a Security against the Natives, who are equally perfidious and lazy; but the Centre of their Commerce in these Parts is the Isle of *Mosambique*, about two Miles from the Continent,

in which they have a commodious Town, well fortified, which is the common Residence of the Governor-General, and of the richest Merchants.

This Isle and its Port are to the *Portuguese* India Shipping what *Madagascar* was formerly to the *French*, and what *St. Helena* and the Cape of *Good Hope* are at present to the *English* and *Dutch*, viz. a Place for depositing Goods, and affording Refreshments.

The *Dutch* twice attempted to make themselves Masters of the Commerce of *Mosambique*, in the Beginning of the seventeenth Century; the first in 1604, and the second in 1607; but the *Portuguese*, then united with the *Spaniards*, made so brave a Defence, that the *Dutch* Fleets were obliged to retire half ruined, though with a rich Booty that they found in several *Portuguese* Caracks which they took.

The Trade carried on here consists in Gold and Silver, Ebony, of which their Forests are full, Ivory, found here in greater Abundance than in any Part of *Africk*, in Slaves taken in War, Matts, and all Sorts of Refreshments; and the Merchandize given in Exchange are Wine, Oil, Silk, Woollen and Cotton Stuffs, Coral, wrought and unwrought.

When the *European* Goods arrive at *Mosambique*, in the *Portuguese* Ships, they are taxed at a certain Price by the King's Factor, who afterwards sends them to *Chilimani*, at the Mouth of the *Senna*, from whence they go up the River in small Barks, to a little *Portuguese* Town seated at the Height of the *Senna*, where the *Caffres* and *Blacks* come from the Inland Kingdoms and Provinces of *Africk*, sometimes at three or four Months' Travel Distance, to buy or take on Credit the *Portuguese* Goods, for a Quantity of Gold agreed on, and which they never fail to bring faithfully.

This Traffick generally yields *Cent. per Cent.* and is properly the *Chili* and *Peru* of the *Portuguese*; Gold being so common here, at a Month's Journey from the Coast, that the Utensils of the House and Kitchen are usually made of it.

#### OF MELINDA.

THE Commerce of this Coast, which is the last Kingdom from the Cape of *Good Hope* to the Entrance of the *Red Sea*, where the *European* Ships anchor to trade, is almost entirely in the Hands of the *Portuguese*, who have a great Settlement in the Capital, and have even had the Credit of building seventeen Churches here, although the King is a *Mahometan*. The Natives, however, carry on some Trade with their own Vessels, in the *Red Sea*, and with them frequent the best Ports in *Arabia*.

They are also sometimes seen in the *Indian Sea*, particularly at *Cambaya*, a maritime Town in the Territories of the *Great Mogul*; but with all this, and though the *Indians* and *Arabs* sometimes bring their Goods to *Melinda*, it is properly by the Hands of the *Portuguese* that all this Trade is transacted, which is but little less considerable than that of *Mosambique*.

The Gold brought from *Sofala*, the Ivory, Copper, Quicksilver, all Sorts of Silks and Cotton of *Europe* and the *Indies*, various painted Linens, especially *Cambayan* Handkerchiefs, Spicery, Rice, and other Legumens and Fruits, are the principal Commodities brought to *Melinda*.

#### OF ABYSSINIA.

ABYSSINIA, better known to the ancient Geographers under the Name of the *Upper Ethiopia*, produces all Sorts of Commodities proper for the Support of a considerable Trade, either at Home or Abroad, if the natural Sloth of its Inhabitants did not hinder their benefiting themselves by these Advantages.

Many Authors who have endeavoured to discover and fix the Situation of the celebrated *Opir*, have thought to find it in the vast and rich Estates of this famous Empire; though I think Dr. *Garcin* has justly placed it elsewhere, as may be seen in the historical Introduction; however, it is certain, that *Ethiopia* is of a very great Extent, and would be one of the wealthiest Empires in the World,

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The Empire is composed of many Kingdoms, as that of *Tigre*, divided into twenty-four Provinces, *Abyssinia*, and *Ajan* dependent on it. The *Portuguese*, after they had taken the Island and City of *Ormuz* in the *Persian Gulf*, *Muscate* on the Coast of *Arabia Felix*, and the Isle of *Zocotora*, at the Entrance of the *Arabian Gulf*, soon opened a Passage to *Ethiopia*, and established a considerable Commerce there, and where they afterwards transported many Families of their Countrymen to form there a Sort of Colony: The new Guests, becoming suspected by the *Abyssinians*, were driven out, and all Trade forbidden with them. After this Expulsion, the Emperors of *Ethiopia* would not suffer their Subjects to have too strict a Correspondence with the *European Nations*, much less to permit any of these Nations to settle in the Country, under the Pretence of trading.

Gold, Silver, Copper, and Iron, are the Metals this vast Region of *Africa* produces; and other Commodities, are Cardamoms, Ginger, Aloes, Myrrh, Cassia, Civet, Ebony, Ivory, Wax, Honey, Cotton, and Linens made of it of various Colours; and I might add, Sugar, Hemp, Flax, and excellent Wine, if these People, Demi-Barbarians, had the Art to prepare and boil the Cane's Juice, to cultivate the Vines, and press the Grapes, and to spin and weave their Hemp and Flax, as all these Things grow with them in Abundance, and of as good Qualities as in any other Part of the World.

#### *Of the Trade of the African Islands.*

THE principal Islands which Geographers attribute to *Africk* are *Madagascar*, the *Terceras* or *Azores*, *Madeira*, the *Canaries*, *Cape de Verd* Isles, *St. Thomas*, *St. Helena*, *Zocotora*, and *Malta*; this last is in the *Mediterranean*, and the Rest in the *Ocean*.

All these Islands are either possessed or frequented by the *Europeans*, who carry on a considerable Trade with them; that of *Madagascar* might be, as well for the Abundance of its rich Produce, as for its happy Situation in the Route to *India*, one of the most famous Isles for Trade in the Universe, if the Ferocity of its Inhabitants, and the Intemperance of the Air and Sun, in the Places where the *Europeans* were at first settled, had not discouraged their Continuance. It is situated over-against and along that Part of the Continent of *Africk*, which the Kingdoms of *Sofala*, *Mofambique*, and *Melinda* compose, from whence it is distant in some Places a hundred, and in others but seventy or fewer Leagues.

The *European* Commodities fit for the Trade of this Isle, are painted Linens, Silver, Copper, and Pewter, Rings and Bracelets, a Quantity of small Mercery and Hardware, several Sorts of Glass Beads, particularly blue, red, white, green, yellow and Orange Colour, Brandy, *Spanish* and *French* Wine, Cornelians long and Olive shaped, red and white, large Brass Wire, and small Chains of ditto, Nails of all Sizes, and divers Tools, both for the Smith and Joiner, as well as Locks, Hinges, &c.

The Goods to be had there in Exchange consist of several Sorts of Gum, such as *Gutti Tacamahaca*, various Species of Dragon's Blood, &c. different Woods, Wax, raw Hides, Sugar, Tobacco, Pepper, Cotton, Indigo, *Ambergris*, Incense, *Benzoin*, *Palma Christi* Oil, green Balm for Wounds, *Saltpetre*, *Brimstone*, white Cinnamon, Civet, Rock Crystal, Blood Stone, Touch-Stone, *Terra Sigillata*, several Boles, Mats of Rushes, and Flax, and even of Silk; but the Culture or Search after these Things being neglected by the Natives, and the *Europeans* who are established among them not having been more industrious, they have not been benefited by these Riches, which some Pains and a little Time would easily have secured to them.

Some also count Gold, Silver, and precious Stones among the natural Products of this Isle; but that any of these Metals are found here is very uncertain, and all the precious Stones are very imperfect.

*of*

*Of the Azores, Madeira, Cape de Verd Isles and St. Thomas.*

AS all these Isles appertain to the Crown of *Portugal*, I have judged it best not to separate them in relating the Trade carried on to them.

The *Azores*, called also the *Terceras*, from the principal of them, are nine in Number, viz. *Flores, Cuervo, Fayal, Pico, St. George, Gratiola, St. Mary's, St. Michael, and Tercera*. These Isles lying between the two Continents of *Europe* and *Africa*, opposite to the Coasts of *Portugal*, were discovered in 1439, or 1449, by the *Portuguese*, uninhabited; who deeming them fit for Culture, they immediately settled Colonies on them, and their commodious Situation in the Way to the *Indies* and *Brazil* did not a little contribute to the speedy peopling them, and establishing a considerable Commerce, especially at *Tercera*, which is the Governor's Residence, and a Bishoprick.

The City of *Acra* is the sole Port in this Isle, inaccessible in all other Parts, where all the *European* Ships anchor, and where the Products not only of this, but of all the other Islands are brought, though, however, the Ships often touch at the other Isles, to purchase Goods at first Hand, or to take Refreshments. Wheat, Wine, Woad, Potatoes, and Hides, are the principal Commodities they afford; but it is on the Woad that the Inhabitants of *Tercera* found their chief Business; there is notwithstanding a large Quantity of fresh Oranges and Lemons exported from these Isles, and a still greater preserved, with several other Species of Sweet-meats, of which those at *Fayal* are esteemed the best, and the *Dutch* yearly load several Ships with these Commodities.

The Imports there from *Portugal* are all Sorts of Mercery, Linens, Stuffs, Fustians, Silk Stockings, Rice, and Paper, with some Oil and Salt; and the Inhabitants likewise purchase considerable Parcels of *Canary* and *Madeira* Wine, their own being weak and insufficient for their Consumption; the Woollens used formerly to be carried all from *Europe*, but within these fifty Years there are several Fabricks set up in the Isle of *St. Michael* for Cloths, Druggets, Camlets, Serges, and Hats, besides some Silk Stuffs, in Imitation of those made at *Lyons* and *Tours*, which has sometimes nearly sufficed for the Island's Supply; and the flourishing Condition they were in, in 1717, induced some People to think, that this Colony, contrary to what has been experienced in all others, would soon supply its Mother-Country with the Commodities this had till then received from it. But as the Fabricators were frequently in Want of Wool and Silk to keep their Looms going, it must certainly be a Damp to them, and gave the *French* Hopes of retrieving a Trade they formerly carried on by the Way of *Lisbon*, to their no small Advantage.

The Returns made to *Lisbon*, besides those of these Islands' Growth, are Gold Coin from *Brazil*, and the other Products of that Part of *America*, such as white and Muscovado Sugars, Jacaranda, and other Woods, Cacao, &c.

The *English* now carry on the greatest Trade to the Island of *Tercera* of any Nation, where they lade the afore-mentioned Goods, in Return for Woollens, Iron, Herrings, Pilchards, Butter, Cheese, and Salt Meat.

*Madeira*, situated on the Coast of *Africa*, to the Southward of the *Canaries*, among the Number of which the Pilots generally place it, and from which it is only distant about sixty Leagues, was discovered by the *Portuguese*, in 1410, or 1420, to be an impenetrable Forest; so that before they could settle here, and cultivate it, they were obliged to set Fire to it, though this Expedient had like to have cost those who composed this Infant Colony their Lives, by the excessive Heat in their Barks where they retired, and continued whilst the Wood was burning; but having afterwards effected their Settlement, the Island is become one of the most fertile and populous of any in the Ocean, and produces Plenty of Corn, Wine, Sugar, Gums, Honey, Wax, Hides, all Sorts of Fruits, fresh, dry, and candied, especially Citrons, Lemons, and Pomegranates, Yew and Cedar Plank, &c. and its Imports are such of the *European* Goods as have been before-mentioned for the other Islands.

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The *Cape de Verd* Isles, discovered by the *Portuguese* in 1472, some say in 1572, are to the Number of ten, *St. Jago, St. Antonia, St. Lucia, St. Vincent, St. Nicholas*, the *White Isle*, the *Isle of Salt, Mayo, Fuego*, and *Buena Vista*. They are often called the *Green Islands*, from the continual Verdure that covers them, and sometimes the *Salt Islands*, on account of the Quantity made of this Commodity, not only on the *Isle* bearing that Name, but on some of the others; *St. Jago* is the Capital, and Residence of the Governor, who is a Sort of Vice-Roy, and commands all that the King of *Portugal* possesses in *Africa*, from *Cape Verd* to the *Cape of Good Hope*.

The *European Nations*, which trade to the *East-Indies* and *Africa*, commonly touch at these *Islands* for Refreshments, calling at *St. Jago* in Time of Peace, and contenting themselves to water, &c. at *Mayo, St. Antonio, St. Vincent*, or the *Isle of Salt*, when a War; the few *Portuguese* settled in these latter receiving and dealing with them, at all Times willingly, though indeed they are in no Condition to oppose their Descent, if their Inclinations led them to it. These *Islands* were mere Deserts when the *Portuguese* first began their Settlements, though they now produce in Abundance many Commodities fit to support a considerable Trade, but more especially raw Hides of Kids, Goats, wild Cows, &c. Cattle are so plenty, that several Ships are employed in carrying them to *Brazil*; and the annual salting of Fish caught near *Cape Verd*, keeps many Sailors at Work, as it does also Vessels afterwards, for its Transportation to the Bay of *All Saints*, or *Pernambouc*. The *Isles of St. Vincent and St. Antonio*, in particular, carry on a very lucrative Trade in the Oil they extract from Tortoises that come ashore in certain Times of the Year, as well as in Ox Hides, which they dress in the same Manner with them in *Spain* and *Portugal*.

In fine, the Rice, Honey, Turkey Wheat, Oranges, Lemons, Pine-Apples, and several other delicious Fruits, as also the great Quantities of tame and wild Fowl, found here, not only serve for the Food and Regales of the Inhabitants of these *Isles*, but also for the Traffick which they have with Strangers, who come here to water, or to trade.

The *Isle of St. Thomas*, which the Negroes of the Coast call the *Isle of Poncas*, took its new Name from being discovered on that Saint's Day, the 21st of *December*, 1465, in seeking to discover a Way to the *East-Indies*; and the King of *Portugal* sent People there in 1467.

Its Capital is called *St. Thomas*; and although it is situated under the Line, and that the Heats are excessive, the *Portuguese* have raised here one of the most flourishing Colonies they have in *Africa*; and its Situation appeared so commodious to the *Dutch*, for the Trade of *Angola*, and its neighbouring Coasts, that they took it twice, viz. in 1610 and 1641, though they could not keep it; and the *Portuguese* in a short Time repaired the almost inestimable Damage which their Enemies did there on abandoning it. The *Portuguese* were the first who inhabited and cultivated it, though at present the Negroes are by far the greatest Number, and it is supposed might easily seize it, if their natural Sloth and Cowardice, joined to their Aptitude for Slavery, did not render them incapable of such an Enterprize.

Sugar Canes and Ginger grow here, as well as at any Place in the World, and make the principal inland Trade of the *Isle*; the *Portuguese* cultivate them with extreme great Care, and notwithstanding the excessive Heats of Sky and Sun, they are seldom deceived in their Expectations, as the Crop both of the one and the other is getting in every Month of the Year. Of brown Sugar here is commonly made from six to seven hundred Charges, of which there is yearly carried out of the *Isle* near a hundred thousand Roves, of thirty-two Pounds *Portuguese* each, which is sent to *Portugal*, wrapped up in its Leaves.

The other Products and Manufactures of the *Isle* are divers Cotton Stuffs, proper for the Negro Trade on the Coast, Fruits, and particularly that called *Cola*, which is a Nut, in Taste like a Chestnut, and which is trucked with great Advantage at *Loanda, St. Paola*, and other Places in the Kingdom of *Angola* and *Congo*, from whence they are transported to a much greater Distance. The

Legumes of all Sorts arrive here to great Perfection: *Indian* Wheat, Millet, Ma-nioc, of whose Roots the Cassave is made, Melons, Potatoes, Figs, Bananas, Dates, Cacao, Oranges and Lemons grow here in Abundance; the Sheep and Kids are excellent, but the Beef is smaller, and not near so fat as in *Europe*.

The *European* Commodities, which the *Portuguese* carry to *St. Thomas*, are Linens from *Holland* and *Rouen*, or other similar in Quality, Thread of all Colours, thin Serges, Silk Stockings, *Leyden* Camlets, *Nifmes* Serges, Hatches, Bills, Salt, Olive Oil, Copper Plates and Kettles, Pitch and Tar, Cordage, Sugar Moulds, Brandy, and all Sorts of distilled Liquors, *Canary* Wine, Olives, Capers, fine Flour, Butter, and Cheese.

Besides the great Isle I have now spoke of, some Pilots give the Name of *St. Thomas* in general to small Islands, near, and even to some very distant: Of these the chief is *Prince's* Isle, discovered in 1471; that of *Fernando Pao Pao*, or *Port*, that of the *Ascension*, and that of *Annabon*, or *Bon Anno*; it having been discovered on New-Year's Day, even that of *St. Helena*, although at a great Distance from that of *St. Thomas*, of which I shall treat in its Place; and in Respect of the other four, no Commerce is carried on with them, as the Ships bound to the *East-Indies*, only touch here for Wood and Water, or to catch Tortoises, when in Want of fresh Provisions, and have many Sailors sick; except *Annabon*, where the *Portuguese* that are settled carry on a Trade in Cotton, which they gather in great Abundance here, as also Hogs, Goats, Poultry, Variety of delicious Fruits, Palm Trees, Tamariads, Woods, &c.

#### Of the *Canary* Islands.

THESE are the same the ancients knew under the Name of the *Fortunate* Islands; whose Discovery nevertheless is reckoned only from the Year 1348 or at the utmost a Century before; they were in a Manner forgotten for several Ages, and as it were, lost all that Time to the Nations of *Europe*, who had no Knowledge of them. The *Spaniards* are at present the Proprietors and have possessed them ever since 1522, when they were given up to them by the Successors of their first Conquerors. They are situated to the West of *Africa*, over-against the Kingdom of *Morocco*, being eighty Leagues distant from that Coast, and till lately were counted only seven in Number, of which the principal is called the *Grand Canary*; the other six are *Palma*, *Ferro*, *Gomera*, *Teneriffe* so famous for its Peak, or Mountain, supposed to be the highest in the World, *Fuente*, *Fortaventura*, and *Lancerotte*; but for some Years past *Clara*, *Lobos*, *Graciosa*, *Raca*, *Aleganza*, and *Infermo*, have been discovered and added. The Soil of these Isles is extremely fertile in all Sorts of Grain, Fruits, and Legumes; particularly in those excellent Wines, so much esteemed over all *Europe*, where so large a Quantity is yearly transported: Mr. *Savary* says, that between us and the *Dutch*, an annual Export is made from thence of above thirty thousand Tons of this pleasant Cordial; and though I am convinced that the Quantity is very large, yet I cannot think it amounts to so much: Sugar is also cultivated here in Abundance, and in the *Grand Canary* only, twelve Mills are employed in grinding the Canes: and in Proportion on the other Isles, so that here may be as much, or near as much made, as there is at *St. Thomas's*; the other Goods extracted from these Isles are Honey, Wax, Goats Skins, Pitch, or black Gum, divers Sorts of Fruits, Sweetmeats, Poultry, great and small Cattle, with a large Quantity of *Canary* Birds, which, though seemingly a trifling Article, yet swells the Amount of their Trade very considerably.

The *English*, who trade more here than all other Nations put together, in a Manner supply these Islands with all the *European* Goods they want, which consist in Cloths, ordinary Camlets, Baize, mostly Blacks and Emerald Greens, Anaf-cotes, black and white, *Sempiternas*, most blues, *Lamparilla* of all Colours, worsted Stockings, wove and knit, Hats, Gogonelles, Linen from *Holland* and *Hamburg* of two or three Sorts, other fine and coarse Linen, all Numbers of Thread, Household Furniture, such as *Escrutoires*, Chests of Drawers, Chairs, &c. Horse Har-nests,

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ness, Pewter, Mercery, and Hardwares; *Irish* Hides, all Sorts of Silks, though most of these are now supplied from *Spain*, Men and Women's Silk Stockings, Ribbons, Wheat, Barley, Flour, and all Sorts of Pulse, Herrings, Pilchards, Beef, Pork, Butter, Cheese, and Candles; with all which the other Isles are supplied from *Teneriffe*.

And the *English* take in Return the *Malvoise* and dry Wines made here, of which in a good Year *Teneriffe* only produces above thirty thousand Pipes, one-third *Malvoise*; and *Palma* and *Ferro*, fifteen or sixteen thousand Pipes each.

I have already mentioned, under the Trade of *Spain*, the Nature of the Gallies and Flota; and to this I shall now add, that besides those, several Ships are permitted annually to sail from these Islands for the *Spanish America*, under the Limitations of carrying their Products with them, or returning with no other Commodities than those of the Growth of that Country, and out of these Silver and Cochineal are excepted; however, they find Means to evade these Restrictions both going and coming, and the *English* have always Warehouses of Goods here to supply the Demands made on such Occasions; these Ships have a Right to proceed to all the *Spanish* Ports in that Part of the World, except *Vera Cruz*, *Cartagena*, and *Porto Bello*.

#### Of ST. HELENA.

THIS Island is situated in the Western Part of the *Ethiopian* Sea, in sixteen Degrees, twelve Minutes, South Latitude, almost four hundred Leagues from the Coasts of *Angola*, and those of *Brazil*, though something nearer *Africa* than *America*, and therefore Geographers have placed it to the former.

The *Portuguese* discovered it in 1508, and left it for a Place of Shelter and Refort, common to all Nations, who should trade to *India*; after which the *Dutch* settled and then abandoned it for the more commodious Situation of the Cape of *Good Hope*, and the *English* have possessed it ever since; but as it affords nothing for Trade, more than the Refreshments for the Ships that call there, I shall not add any Thing to what I have now said about it.

#### Of Socatara or Zocotara.

SEATED at the Mouth of the *Red Sea*, commonly called the Straits of *Babel-Mandel*, is the last of the *African* Isles towards the East, and nearest to the Continent of *Asia*. This Situation placing it almost equidistant from these two Parts of the World, renders it very convenient for Ships that come from *India*, *Madagascar*, *Mosambique*, or *Melinda*, to trade with *Arabia-Felix*, or with *Aden*, *Mocha*, *Mecca*, and other Cities of the *Red Sea*. It produces, besides, good Refreshment of all Sorts, Aloes, the best in the World, *Ambergris*, *Indigo*, *Civet*, *Incense*, *Dragon's Blood*, and other Medicinal Gums, *Rice*, *Tobacco*, and Dates, of which latter they have such Quantities as to serve them instead of Bread. All these Commodities the Natives either sell to Foreigners, who touch there, or truck them against other Products of *Europe* or *India*.

#### Of MALTA.

THIS Island, situated in the *Mediterranean Sea*, between *Tripoly*, of *Larbari*, and *Sicily*, is less known for its Trade, than for being the Habitation of the Military Order of *St. John of Jerusalem*, who have possessed it ever since 1530; the Commerce of it is, however, pretty considerable; not by what it produces, as it is hardly better than a Rock, and consequently cannot furnish the Inhabitants with the Necessaries of Life, much less for the Support of a Traffick with Foreigners, by Way of Barter or Exchange; but this is done by the Importation of many *English*, *Dutch*, and *Italian* Ships, who carry here all Sorts of Goods for the *Maltese* Use, or are freighted by their Merchants to load Corn, &c. in *Italy*.



*Italy.* The Island, however, produces Cotton in Plenty, of which the Natives make the finest Stockings and Women's Gloves I ever saw, Wax, and Honey, the last being of a superior Quality to what comes from the other Parts, is greatly esteemed, and was the Motive for giving the Island its Latin Name of *Melita*.

#### Of the COMMERCE of ASIA.

**T**HIS is one of the largest and richest Parts of the World, whose Northern Boundary is the *Scythian Ocean*, or the Sea of *Tartary*, its Eastern the *Oriental Ocean*, the *Indian Sea* to the South, and to the Westward, the *Red Sea*, the *Isthmus of Suez*, the *Mediterranean*, the Canal of the *Black Sea*, the *Pont-Euxin*, the Sea of *Zabache*, the *Don*, and the *Oby*; being from East to West about seventeen hundred and fifty Leagues, and from North to South near fifteen hundred and fifty.

Mary Nations of this vast Continent, especially those who live in the Middle of it, and those of the *Northern Ocean*, are very little known to us, and if we except the *Russians*, who possess a Portion, and whose Caravans, since the Reign of the Czar *Peter Alexowitz*, have regularly departed every Year from *Peterburgh* to *China*, and traverse some Part of it, it may be said, that the *Europeans* have no Trade there, and have only uncertain and fabulous Accounts of these Countries.

Though it is not so with Respect to the Southern and Eastern Coasts of *Asia*, of which I shall now briefly speak, as they follow, from *Mocha*, the richest and most trading City of *Arabia-Felix*, to *China*, where the *Europeans* generally terminate their Voyages and commercial Enterprizes; reserving nevertheless, the Liberty to make some Excursions within Land, particularly for what regards the Trade of *Persia*, the Empire of the *Grand Mogul*, that of *China*, the Kingdom of *Siam*, and some others; which, however, I shall touch on with the utmost Brevity. Afterwards I shall run over that great Number of Isles lying in the East, whose Commerce in Spice, and other precious Commodities, is rendered so famous, and annually attracts so great a Number of Ships, as well from all the *European* as *Indian Nations*.

With Respect to the Eastern Coasts of *Asia*, which are washed by the *Mediterranean*, *Black Sea*, and the *Archipelago*, I shall excuse saying any Thing more about them here, having before joined this Commerce to that of *Europe*, to which my Reader may have Recourse, particularly where the Trade of *Constantinople*, *Cassá*, *Altopo*, &c. is treated of.

I shall, therefore, begin this Traffick of *Asia* with the Cities of *Arabia-Felix*, seated on the *Red Sea*, or in the *Ocean*, near its Mouth; as *Mecca*, *Mocha*, *Aden*, and some others; and afterwards enter the Gulfs of *Ormus* and *Bassora*; where we find *Bassora*, *Ormus*, *Gameron*, or *Bender-Abassi*, dependent on the Empire of *Persia*, which we shall visit even to its Capital.

The Coasts of *India*, both on this and the other Side of the *Ganges*, will afterwards follow, and then survey those of the *Grand Mogul*, especially in the Kingdom of *Guzurate*, where are seated *Amedabaib*, *Cambaye*, *Surat*, *Daman*, &c. After them *Bengal*, *Decan*, of which *Goa* is the Capital, *Malabar*, of which the chief Cities for Trade are *Calicut*, *Cranganor*, and *Cochin*, the Coast of *Coromandel*, which has *Narsinga* and *St. Thomas*, the Kingdom of *Golconda*, those of *Pegu*, *Siam*, and *Tanasserim*.

In Fine, *Malacca*, *Cochinchina*, *Tonquin*, and *China*, with which I shall finish the Trade of this vast Continent.

The *Asiatick Isles*, whose Trade I here propose to treat of, are the *Maldives*, which first present themselves in the direct Route from *Europe* to the famous Cape *Comorin*; those of *Celen* and *Maynar*, which almost touch the Cape. The three Isles of the *Sund*, viz. *Sumatra*, in which is the Kingdom of *Achen*, and several others, *Java*, so celebrated for that of *Bantam*, and yet more for the famous City of *Batavia*, and the Isle of *Borneo*. The *Philippines*, called the *Manilles*. The *Moluccas*, so fruitful in Spice. The *Ladrones*, which are in the Track from *America* to *India* by the *South Seas*, and the Isles of *Japan*, or

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*Japan*, from whence all *European* Nations are excluded except the *Dutch*. And as I have already occasionally mentioned something of the *East-India* Trade, I shall avoid repeating it here, but only now add, what I before omitted concerning it. And previous to my Entrance on this proposed Detail, I shall speak a Word concerning *Bursa*, which was omitted in the Article of the *Levant* Trade.

*Bursa*, which is the Capital of the ancient *Bitbynia*, is still one of the finest and largest Cities in the *Grand Signor's* Dominions, seated on the Sea of *Marmora* in *Natolia*.

Its Caravanferas, or Inns, are vast and commodious, and its *Bezeshan*, with its rich Shops, resembles the Saloons of a Palace, by the Quantity of Merchants, and Goods exhibited to view there. The most able Workmen of all *Turkey* are at *Bursa*; its Manufactures of Silk Stuffs are admirable; but its Carpets and Tapestry, worked on Designs sent from *France* and *Italy*, are above all esteemed. Silk is gathered here in Abundance, and of the best Quality that the Estates of the *Grand Signor* produce; here is also some Gum Adragant, which is collected at *Carajissai*, or *Chateau Noir*, about four Days' Journey from this City.

#### The Trade of ARABIA.

THIS Part of *Asia* has at least thirteen thousand Leagues of Circuit, and is divided into *Arabia Deserta*, *Arabia Petraea*, and *Arabia Felix*; this last which is almost as big as the other two, and which it also surpasses in Riches and Number of Inhabitants, is besides distinguished for its Commerce, which is one of the most considerable in all the East.

Its chief Cities, and those most noted for Trade are *Mocha*, *Hidedan*, *Chibchiri*, *Zibet*, and *Ziden* on the *Red Sea*; *Aden*, *Fartack*, and *Mascate*, on the *Ocean*, or *Arabian Sea*; *Babr*, *Barbem*, and *El-Catij*, in the Gulf of *Bassora*; in *Fine*, *Bassora* at the Bottom of this Gulf; but as this last is in *Arabia Deserta*, I shall describe it when I come to treat of that Province.

I might here add *Mecca* and *Medina*, Places which the *Mahometan* Zeal has separated as holy, and which are also rendered famous for the immense Riches annually brought here by five Caravans, partly through the Devotion of Pilgrims, and partly by the Merchants for Trade; but the Entrance into these two Cities being prohibited on Pain of Death to any Christian, and the *Europeans* consequently having no Commerce here, I shall content myself with informing my Reader, that the Business which the *Mussulmen* Nations of *India* and *Africk* carry on here is by *Ziden*; this being properly the Port of *Mecca*, although it is at least twenty-five Leagues distant; and by *Mocha*, which serves as its Storehouse, or Staple.

*Mocha*, situated at the Entrance of the *Red Sea*, in thirteen Degrees eighteen Minutes of North Latitude, is at present a City of the greatest Commerce in all *Arabia-Felix*, where it was transferred to from *Aden*, about the Middle of the 16th Century. There are hardly any maritime Nations, either of *Europe*, *Asia*, or *Africa*, who do not send Ships to *Mocha*; the *English* and *Dutch* generally send their's here, from the Places in *India* where they are settled, as the *French* did when their Commerce was most flourishing, but they now go there directly. The other Vessels brought here by every Monsoon, which are often fifty or more in Number, commonly come from *Goa*, *Diu*, *Tourvel*, *Dabul*, *Goga*, *Calicut*, *Achen*, *Majulipatam*, *Nevega*, *Promiens*, *Cadiz*, *Mojambique*, *Melinda*, and *Etbio-pia*, all laden with the richest Products of the Places from whence they sail, or that their Freighters have collected from the most remote Parts of the East, as from *China* and *Japan*; besides which Maritime Trade, a very great and rich one is carried on by Land, by Means of the Caravans from *Aleppo* and *Suez*, that arrive in the Month of *March*. They are commonly two Months on their Journey, and generally join on entering *Arabia*, making Part of those that conduct the Pilgrims to *Mecca* and *Medina*, but which, till then, are only composed of Merchants and Goods.

About a thousand Camels serve to transport these Merchandize, Eatables, and other Necessaries for the Merchants, and the Troops, which go as an Escorte to

defend them against the *Arabs*; and these Caravans are esteemed but indifferently rich, if they carry less in ready Money than two hundred thousand Dollars, and a hundred thousand Ducats of Gold, either *Hungarian*, *Venetian*, or *Moorish*; and this is only to be understood of what is entered at the Custom-house, there being always near as much more unregistered, and carried by Stealth, to save the Duties, which are very considerable. The Goods which these Caravans convey are Velvet, Satins, Armosins, Gold, *Levant* Stuffs, Camlets, Cloths, Saffron, Quicksilver, Vermillion, and Merceries, from *Nuremberg*. The Royal Ship, laden yearly for the *Grand Signor's* Account, from *Suez*, brings also the same Commodities as the Caravans, with the Addition of some *Muscovy* Hides, Pewter, Fonwa, a Drug to dye Scarlet, and about four hundred thousand Dollars, though but fifty thousand Ducats.

The Goods which the Caravans, Royal Ship, and other foreign Vessels lade at *Mocha*, in Return for those brought here, are partly the Products and Manufactures of *Arabia*, and partly what have been introduced by Ships from *India*, *Africa*, and *Europe*. The *Arabians* furnish but little towards this Commerce of their own Manufactures, as they have only some Cotton Cloth, and this but coarse; though, in Recompence of the said Defect, their Growths supply many valuable Commodities, as Incense, Myrrh, and Ambergis, Aloes, Balm, Cassia, Dragon's Blood, Gum Arabick, Coral, and a Quantity of Plants, both medicinal and odoriferous, precious Stones, especially *Babarem* Pearls, but above all, Coffee, which, besides being of the best Quality, is so plenty as to lade many Ships with it yearly, of which this Port is generally full from all Parts, and under all Colours, as from *Surat*, *Cambaye*, *Diu*, *Malabar*, and all Places in *India*; here are also Vessels of *Cassien*, *Socotra*, *Mascate*, and all the Gulf of *Persia*; and of the *Europeans*, *English*, *French*, *Dutch*, *Danes*, and *Portuguese*; and besides the Merchants of the above-mentioned Nations, this is the Rendezvous of many from *Barbary*, *Egypt*, *Turkey*, and all *Arabia*, and may properly be termed a general Magazine, where the Merchandizes of an universal Trade are deposited.

*Aden* formerly enjoyed all the Advantages in Trade that *Mocha* now does, by a Transfer from the other; and is the only Port that the *Grand Signor* has upon the Ocean; its Situation near the Mouth of the *Red Sea* renders it a Harbour common to both, which still attracts a considerable Trade from the *Arabians*, *Persians*, and *Indians*, as it some Time ago did from the *Dutch*, till their own Plantations of Coffee proved almost sufficient to supply their Demands, and consequently slackened their Intercourse with other Nations for it.

*Chicbiri*, or *Chiriri*, is seated higher than *Aden* in the *Persian* Gulf, and is the first City in *Arabia Felix*, where the *Dutch* used to Trade before their corresponding with *Aden*.

This City has an *Emir*, or *Arabian* Sultan for its Sovereign, although tributary to the *Turks*, to whom he pays annually four thousand Dollars, and twenty Pounds of Ambergis. The Vessels from *India*, *Persia*, *Ethiopia*, and the Islands of *Comorre*, *Madagascar*, and *Melinda*, are those that mostly frequent this Place, whose Imports and Exports being similar to those of *Aden*, a Repetition of them here is superfluous.

*Mascate* is a City in *Arabia Felix*, situated to the Westward of *Mogol* in the Gulf of *Persia*, in the Latitude of twenty-three Degrees thirty Minutes North, directly under the Tropick of *Cancer*, and is a Place of greater Trade than any other near the Gulf of *Ormuz*. The Pearl Fishery hard by the Isle of *Babaram*, in the Months of *June*, *July*, and *August*, is alone capable of enriching the City greatly; but besides this, it has the Advantage of being a Depositary of all the Drugs, and Merchandize of *Arabia*, transported from hence to *Persia*, *Egypt*, *Syria*, the *Indies*, and even to *Europe*.

*Cassien* has its Ports open and exposed to an East Wind, though sheltered from the West; its Trade is but inconsiderable, and this under the King's immediate Direction; some Vessels come here with Rice, Dates, and a Sort of Clothing made of Hair in *Persia*, which Goods are exchanged for Oliban, Aloes, and Butter; and the properest Time for this Commerce is in the Months of *May*, *June*, and *July*.

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*Ser*; the Trade of this City, not far from the last mentioned, is very considerable; its Inhabitants are friendly to Strangers, and its Port being a very good one, attracts the Ships from several Parts, especially from *Majcate*, *Cameron*, *Surat*, *Galla*, and other Places on the Coast of *Ethiopia*; the Merchandizes exported from hence are Butter, Myrrh, Slaves, Oliban, Aloes, and other Drugs that *Arabia* produces.

*Mosbeck*, distant from *Mocha* about ten Leagues, has lost its Trade by the Proximity, and now hardly deals in any Thing but Salt.

*Hodeeda*, is an Isle in the Latitude of fourteen Degrees fifty Minutes, that has a Creek proper for the Construction of Ships, and a secure Port; these Advantages draw a tolerable good Trade here, particularly in Coffee, brought from *Zulda*, *Mocha*, and other Parts.

*Gezeon*; the Pearl Fishery renders this Place famous, and its Trade flourishing, of which the *Banians* have the Direction, with very considerable Profits.

*Fersham* is an Island about three Leagues distant from *Gezeon*, which, besides the Pearl Fishery, has a great Trade in Wheat, with which it supplies all Parts of *Arabia*.

*Judda*, or *Zidden*; this is properly, as has been before observed, the Port to *Mecca*; its Trade consists chiefly in Coffee brought here by the *Arabians*, and bought by the *Turks*, who take it off, almost all; though here are also Merchants of *Mogul*, *Persia*, and several Places on the Coasts of *Ethiopia*.

#### Of the Trade of the Gulf of PERSIA.

THIS Gulf, called also the Gulf of *Ormuz*, from the Isle of *Ormuz*, a very little Distance from its Entrance, Gulf of *Bassora*, from a City of this Name in *Arabia Deserta*, at its other Extremity, and the Gulf of *El-Catif*, from a Kingdom in *Arabia Felix*, extending along the Coast, opposite to that of *Persia*, is equally celebrated for its Pearl Fishery, near the Isle of *Babarem*, as for its great Commerce with all the *Oriental* and *European* Nations, who send their Ships either to *Bender-Abassi*, or *Bassora*.

The City and Isle of *Ormuz*, although quite fallen from its former Lustre, and entirely destroyed by Order of *Cba-Abas*, after his retaking them from the *Portuguese*, merit however to be mentioned, as due to the Memory of what they once were, and the Rank they for a long Time maintained among the most trading Isles and Cities of *Asia*.

This Isle, seated in the *Persian* Gulf, pretty near its Mouth, and two Leagues from the Coast of *Persia*, has little more than twenty Leagues Extent; yet it bore for a considerable Time the Title of a Kingdom, with its own Monarchs, Tributaries however to the King of *Persia*.

The *Portuguese*, who judged this Port necessary to their infant Commerce in the *Indies*, took it in 1507, and hereby shut up the Entrance to *Persia* against all other Nations, as no Person was henceforward permitted to traffick there without their Passport, or under their Colours; and whilst they, of all the *Europeans*, remained Masters of the *Indian* Trade and Navigation, the *Persians* did not find themselves in a Condition to shake off this Yoke, which these new Comers had put on one of the most famous Empires of *Asia*. But the *Dutch*, having followed the *Portuguese* to *India* in the latter End of the sixteenth Century, and the *English* at the Beginning of the seventeenth, the Emperor *Cba-Abas* availed himself of the Assistance of these latter, to drive the Enemies from their Isle, which they were obliged to surrender in 1622, having lost, as they pretend, at its Taking, more than six or seven Millions in Merchandize, and other Effects.

*Gameron*, *Gamron*, or *Gambrown*, the Port of all *Persia*, and perhaps of all *Asia*, where the greatest Trade is transacted, was quite disregarded, till the *Portuguese* were driven out of *Ormuz*; as before that Occurrence, this was only a small Village with about fifty miserable Huts, where the *Portuguese*, however, kept twenty-five or thirty armed Barks, on Account of the Goodness of its Port, and to maintain their own Commerce, and hinder that of others.

*Cba-Abas* fortified the Port, and began to build the City, and by Privileges and Immunities drew Trade here, changing its Name, and calling it after his own. This Port is open to all Nations, except the *Spaniards*, and *Portuguese*; and here are seen, *Perfians*, *Arabians*, *Indians*, *Banians*, *Armenians*, *Turks*, *Jews*, *Tartars*, *Moors*, *English*, *French*, and *Dutch*.

The trading Time is from the Month of *October* when the great Heats are over, to the Month of *May* when they recommence, and at this Season the Ships of all the *Europeans* established in *India* arrive, and many others appertaining to *Indians* and *Moors*; and by Land at a fixed Day, are seen coming here, divers Caravans of Merchants, from *Ispahan*, *Schiras*, *Laon*, *Aleppo*, *Bagdat*, *Herat*, *Bassora*, &c.

The *English* began their Trade to *Perfia* in 1613, and were so much the better received, as the *Grand Abas* then formed the Design of engaging their Assistance to dislodge the *Portuguese* from *Ormuz* and other Parts, and for that Purpose entered into a Treaty with our Countrymen, that entitled them to many Privileges, which have however been very ill observed; for as soon as the *Perfian* Monarch had his Turn served, he forgot, or rather slighted his Engagements; and though he still continued to prefer the *English*, it was not in the Manner, and to the Degree, as was promised, or their Service deserved.

They now carry to *Perfia* Silver, a large Quantity of Cloth, Pewter, Steel, Indigo, Silk Stuffs, and the finest and most beautiful *Indian* Cottons.

The *Dutch* Cargoes consist of *Spanish* Dollars, and *Rixdollars*, Goods that they receive from *Europe*, and what they collect from their different Settlements in *India*, but above all, Spices, with which they supply all *Perfia*; *Siampan*, *Anis*, and *Santal Woods*, *Ginger*, *Indigo*, *Vermillion*, *Incense*, *Benzoin*, *Quicksilver*, *Lead*, *Pewter*, *Copper*, coloured Cloths and Linens.

The *Indian*, *Arabian*, and *Moorish* Vessels are laden with the Products and Manufactures of their Countries, and the Goods that come by the Caravans, consist of various Gold and Silver Stuffs, Velvets, Taffeties, Porcelaine, Feathers, *Marocco* Leather, Wool, Brocades, Carpets, *Turkey* Camlets, and other slighter ones from *Arabia*, Medicinal Drugs, *Dragon's Blood*, *Manna*, *Myrrh*, *Incense*, *Raisins*, *Dates*, *Bacum* Horses, but particularly raw Silk, which is the greatest Article in the *Perfian* Trade; here are also found *Turquoises*, and *Pearls*, of which latter I shall have Occasion to speak more hereafter.

All Nations trading to *Gamron*, have their Houses and Magazines here; those of the *English*, *French*, and *Dutch*, having more the Air of Palaces than Merchants' Offices and Habitations, and are seated along the Sea Side, which is very convenient for the lading and delivering their Ships, as they arrive.

*Perfia* has still some other Ports in its Gulf, but much less considerable than *Bender-Abassi*, which has attracted almost all the Commerce of these Parts.

*Congre*, or as some call it *Bender-Congo*, or *Bender-Erric*, is also in some Reputation, and Strangers send their ships, or conduct their Caravans here; the chief Trade is however in *Pearls*, and *Boles* for dying and painting *Green* and *Red*, which are gathered from little Hills of these Colours, in a Mountain a few Leagues from the City, called by the Natives *Ghiampa*.

*Babarem*, is an Island in the *Perfian* Gulf, seated over against the Coast of *Arabia* from which it is but a little distant, belonging to the King of *Perfia*.

The Soil is fertile, and produces plenty of Fruit, particularly *Dates*, though the Water has so bad a Taste that Strangers cannot use it, and the Divers who frequent this Place are obliged to seek it elsewhere. It is not the Fertility of the Isle, nor the Trade carried on here, that render it so famous in all the East, and oblige the *Perfians* to have a Citadel, and to keep a Garrison of three hundred Men here; but the *Pearl* Fishery, which is near it, produces at least a Million yearly.

This Fishery begins with *June*, and ends with *September*, in which *Pearls* of a large Size are sometimes taken, even to the Weight of fifty Grains, though in common from ten to twelve; and those that exceed this, ought to be separated for the King, though herein he has not always Justice done him.

*Bassora*, or *Balfora*, is situated on a River named by the *Arabians* *Schat-el-Arab*, which is formed by the Union of the *Euphrates* and *Tigris*, that join a

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good Day's Journey above this City, and so united empty themselves into the Persian Gulf, Twelve Leagues below it. This place is rich, and of greater Trade than any one in Arabia Deserta, and its Possession having been for a long Time disputed by the Arabians, Persians, and Turks, these latter remained Masters of it.

Bassora, like Bender-Abassi, gained considerably by the Destruction of Ormus, and here are now seen Ships from all Parts of Asia, and Europe, and especially among these last, the English and Dutch make a considerable Figure, they having their Factories here, to transact their Business, and Dispatch their Letters by Land, which is done by the Way of Damas and Aleppo. The Portuguese also have a Settlement here, though to very little Purpose.

Almost all the Trade passes through the Hands of Indians, Persians, and Armenians. The Caravan of Bassora is one of those that carries to Bender-Abassi a Part of those rich Goods, with which that Trade is supported: And the same Caravan brings back, on its Return, the Products of India, China, Japan, and Europe, of which Bender is, as has been before observed, a Depository, Staple, or Storehouse for Persia, and the three Arabias.

Besides this Commerce with Bender-Abassi, and that which Bassora maintains on the Sea Coast with the Indians, Moors, and Europeans, whose Ships arrive here every Mousson, this City has also a very considerable one with Bagdat, which is not at a great Distance, and is commodiously seated for a Transportation of its Commodities by the Tigris; and the same with Aleppo, and the Rest of the Ottoman Empire in Asia, from whence Caravans set out, and a Part of them always destined for Bassora.

We might also place in the Number of those Things that render this Trade flourishing, the passing here of the Persians, in their Pilgrimage to Mecca, who commonly take this Route, and not only pay large Duties to the Turkish Bashaw, but also exchange or sell a Quantity of Goods here, which they bring in their little Caravans going and coming.

*Of the inland Commerce of PERSIA, and the States dependent on it.*

COMMERCE is regarded as an honourable Profession in Persia, where the Name of a Merchant is esteemed a Sort of Title of Distinction, and something respectable; the Noblemen, and even the sovereign himself, do not disdain to exercise the Function, and to have Warehouses, &c. for carrying it on.

The Empire of Persia is of so great an Extent, and its Provinces are generally so rich and abundant, that the Assertion of its Trade being one of the most considerable in Asia has nothing surprising or incredible in it.

Ispahan is as the Centre of this Commerce; it is from thence that the Caravans set out for carrying the Goods to Bender-Abassi, which the Factors of foreign Nations residing here have purchased for shipping. And it is here, where many yearly arrive, both from within and without the Kingdom, as from Scbiras, Laor, Aleppo, Bagdat, Herat, Bassora, and all those from the Levant; and there are few Cities, where Trade attracts so large a Number of Strangers as this; of which the most considerable are the Armenians of Zulfa, a Colony which Abbas le Grand established in one of the Suburbs; and the Indians, of which here are more than a thousand, who have their Shops in the Meidan or market, next the Persians.

Here are also settled though less numerous, English, French, Dutch, Italians, Spaniards, Tartars, Arabians, Turks, Georgians, Persians from all the Provinces of the Empire, and Jews.

There are no Sorts of Goods, which may not be found in Ispahan; but the greatest Trade it drives is in Silk, of which an almost incredible Quantity is annually gathered in Persia. The Provinces which produce most, are Guilan; Mesanderan, Media, Bactria, Caramania, and Georgia, which all together may produce about twenty-two thousand Bales of two hundred and seventy-six Pounds each, with an appearance of its yearly increasing.

This Silk is distinguished into four Sorts, viz. Chirvan so called from Chirvan in Media, near the Caspian Sea; and in Europe Ardasse, Karvary, or Legis gathered

thered at *Legiam*, a small Town of *Guilian*, *Ked-Coda-Pensind*, or *Bourgeoisie* and *Charbasse*, or *Brocard*. Of all which Silks, it is said not above a thousand Bales are used in the *Persian* Manufactories, and the Rest sold for Transportation to *Turkey*, *India*, and all Parts of *Europe* and *Asia*.

The Manufactures of Stuffs in *Persia* are on a Footing with those in *Europe*, excepting Cloths, of which there is no Fabrick established, and the *Persian* Manufacturers make of Felt, which they understand the working up, as well as any People, some Cloaks and common Carpets to cover the fine ones, for which they are justly so famous.

A very great Trade is carried on in *Persia* with Cloths from *Europe*, brought by the *English* and *Dutch* to *Gamron*, among which are likewise some *French*, more especially those of *Berry* and *Uffiau*.

The Stuffs the *Persians* most commonly make in their Manufactories, are of Wool, Cotton, Goats' and Camels' Hair, and above all, Silk, with which they very often mix the three last Materials. The spinning, winding, and milling, are similar to what is practised in *France* at *Lyon* and *Tours*, and the *Persians* are intelligent in the Use of the Distaff, Spindle, Reel, and Mills, which serve in the said two Cities, for the Silk's Preparation.

The Stuffs they make of pure Silk, are Taffeties, Tabbies, Sattins, Gros de Tours, Turbans, Ribbons, and Handkerchiefs. They make also Brocades, Gold Tissues, and Gold Velvets, of which last Sort some cost fifty *Tomans* the *Guse* or *Persian Aun*, which comes to about five Pounds Sterling per *English* Yard, and is certainly the dearest in the World. The finest *Persian* Carpets are made in the Province of *Kirman*, especially at *Sijlan*; and among the Stuffs made of Silk only, there are many painted with various Designs, and some heightened with Gold and Silver, applied with Moulds and Gum Water, which they understand so well performing, as to make them almost appear true Brocades.

The Woollen Manufactures, or those of Camels' Hair, are for the most Part established at *Yefde*, *Kirman*, and *Mongnay*; the Wools of *Kirman* being the finest in the World. The Goats' Hair Stuffs are made in *Hircania*, and resemble *Baragons*, the finest coming from *Dourak* in the *Persian* Gulf.

The other Goods which the *Persians* send abroad besides their Silks and Stuffs, are Porcelaines, Feathers, *Morocco* Leather, Cotton Wool, or Thread, Chagrin of all Colours, Tobacco, Galls, Mats, Baskets, Things wrought in Box, Iron and Steel of *Casbin*, and *Korasan*; Furs, Lapis Lazuli which comes from the *Ufbeck*, but of which *Persia* is the Storehouse, Perfumes, especially *Ambergris* and Musk both Productions Strangers to *Persia*, but found here in great Abundance, the one brought from *India* and the *Red Sea*, and the other from *Tibet*. Pearls from the *Persian* Gulf, *Turquoises*, all Sorts of Spices brought by the *Dutch* to *Bender-Abassi*, Saffron the best in the World, particularly that from the Coasts of the *Caspian* Sea, and *Amadan*, Allum, Brimstone, distilled Water of Orange Flowers, Roses, &c. Glass, Crystal, divers Animals' Skins prepared at *Schiras*, Coffee brought there from *Arabia*. In fine, Variety of Medicinal Drugs and Gums, which either grow or are brought here; and among the products of *Persia*, and as Part of her Merchandize, the excellent Wines of *Schiras* and *Yefde* should not be forgotten, as the *Persians* do not consume the whole themselves though the great Men here are very much given to Inebriety, notwithstanding the *Alcoran's* Prohibition; but they are transported annually to a very considerable Value all over *Indostan*, and even to *China*. Pistachoes and Almonds grow plentifully in *Yefde*, *Casbin*, and *Sultania*; and of Camels, Horses, Mules, and Lambs, large Quantities are yearly sent into the Dominions of the *Grand Signor*, to *Indostan*, and to other Parts of *Asia*. All that has been here said of the Trade of *Persia*, must be regarded as a Description of it before the Revolution in 1721; and as the Troubles in that Kingdom still continue, the Commerce there is not only interrupted, but in a manner lost, especially to the *Europeans*, and must remain so, till Peace the Parent of it restores Tranquillity, and places Trade on the footing it formerly was.

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## Of GEORGIA and MINGRELIA.

THERE is hardly any Country in all *Asia*, more abundant in Cattle, wild and tame Fowl, Fruits, Wines, and indeed all the Necessaries of Life, nor where they are in greater Perfection, than in *Georgia*. Its Wines, particularly those of *Teflis* its Capital, are transported to *Armenia*, *Media*, and even to *Lybani*, where a Quantity of it is always reserved for the King's Table: Silk is gathered here in Plenty, but the *Georgians* not understanding its Preparation, nor having hardly any Artificers among them to manufacture it, they carry it among their Neighbours, and drive a great Trade with it at *Arzerum* in *Turkey* and thereabouts.

The Lords in *Georgia* being Masters of the Lives and Liberties of their Vassals, as the Fathers are of their Children, made a bad Use of their Power, by selling many thousands of both Sexes yearly for Slaves, more especially of the Females, who being all very beautiful, were purchased by the *Turks* and *Persians* for their Seraglios; and this iniquitous Commerce was principally carried on by the *Armenians*. The *Turks* likewise sent out large Parties of *Janissaries* to seize and carry off the Boys and Girls early; but since the Conquest of this Country by the valour of Prince *Heracius*, who has made it independent, the female *Georgians* have been protected from this Violence, and preserve their Liberty and their Chastity.

*Mingrelia* does not traffick less in Slaves than its Neighbour Territory, as above twelve thousand of these unhappy Wretches are yearly disposed of in this Manner, of which above three thousand are purchased for *Constantinople*. The other Merchandizes that this Country produces, are Silk, Flax, in Linen and Thread, Linseed, Hides, Martens' Skins, Castor, Box, Wax and Honey of two Sorts, the one white and the other red, though both excellent; it is the *Turks* of *Constantinople*, and the Merchants of *Cassia*, *Gonia*, *Irisfa*, and *Trebisonde*, who carry on this Trade; and it is common to see twelve Sail yearly from *Constantinople*, and more than sixty Feluccas from other Parts, which bring here sundry Goods and Provision, to truck against those of the Country, as very little or no Money intervenes in these Negotiations, or any that are transacted by the *Mingrelians*.

The Goods proper for this Exchange, are Bracelets, Rings, Glafs, or small Necklaces, small Knives, Pins, Needles, and other minute Mercery.

Brimstone and Nitre are found near *Teflis*, as a fossile Salt is, in some Mines in the Road to *Erivan*. Olive Oil is very dear, so that the Natives both eat and burn that of Linseed; which is all the Use the *Georgians* make of this Plant, as they throw it away when the Seed is gathered, though they might have excellent Flax from it, did they not prefer the Cotton Cloth to Linens.

*Avogasia*, Part of *Mingrelia*, is abundant in Flax, Hemp, Pitch, Wax, and Honey, though this last is commonly better, by Reason of the Bees gathering it from the Box and Yews that grow here in Plenty. Vermilion is found in an almost inaccessible Rock; and it is in several Parts of this Province, that the true Rhapontick is met with, which many take for Rhubarb, and what dishonest Druggists sell for it.

## Of ARMENIA.

THIS Kingdom, after many Revolutions, was at last subjected by the *Turk* and *Persian*; and as I have already treated of that Part belonging to the *Scabab*, I shall now speak of the other under the Dominion of the *Grand Signor*, or at least of the two principal Cities, which seem to have divided the Trade of all the Rest of the Kingdom between them.

*Erzerum*, or *Erzeron*, Capital of the Part of *Turkish Armenia*, is a City of very considerable Trade, consisting chiefly of Copper Plates, Dishes, &c. Furs, Galls, Caviar, and Madder. The *English* drive a great Trade here, and have a Consul, who lives in a very handsome Manner.

*Tocat* is the second City in *Turkish Armenia* for Trade, and is regarded as the Centre of it for *Asia Minor*, where Caravans are incessantly arriving or departing;

ing; those of *Diarbequis* are eighteen Days coming here, and those from *Erzérum* but fifteen. Those from hence to *Sinope* are but six Days going, and those from *Bursa* twenty. The Caravans that go directly to *Smyrna*, without passing by *Angora*, or *Bursa*, are twenty-seven Days on the Road if with Mules, but forty if Camels are the Bearers; in fine, here are Caravans that go only to *Angora*.

The great Trade of this City consists in Utensils of Copper, as Kettles, Cups, Candlesticks, and Lanterns, which the Artisans here work very neatly, and these Commodities are sent to *Constantinople* and *Egypt*; the Copper they make Use of comes from the Mines of *Gumiscana*, three Days' Journey from *Trebisonde*, and from that at *Castamboul*, ten Days' Travel from *Tocat* towards *Angora*.

Here is prepared a Quantity of yellow *Morocco* Leather, which is carried to *Samfon* on the *Black Sea*, and from thence to *Calas*, a Port of *Valachia*, where are also sent some red ones; but these the Merchants of *Tocat* procure from *Diarbeck* and *Caramania*. Painted Linens are also a great Object of Trade here; and although they are not so handsome as those of *Persia*, yet the *Muscovites* and *Crim Tartars*, for whom they are designed, are contented with them; and the Commerce of Silk is not inconsiderable here, though that of the Growth of the Place is all worked up here in slight Silk Stuffs, sewing Silk and Buttons.

#### Of the Commerce of Great TARTARY.

THE *Tartars* are at present Masters of a third Part of *Asia*, and their Country, commonly, called *Great Tartary*, to distinguish it from the *Lesser*, which is in *Europe*, is situated between seventy-five and an hundred and fifty Degrees of Longitude, and from thirty-eight to fifty two Degrees of North Latitude; these People now possess all the North of *Asia*, and are at present divided into three different Nations, viz. the *Tartars*, properly so called, the *Calmoucks*, and the *Moungales*; for though all those *Pagans* that are dispersed about *Siberia*, are without Doubt descended from the *Tartars*, yet they are not now considered as a Part of them, but regarded as a savage People. The *Tartars*, particularly so named, inhabit the Western Parts towards the *Caspian Sea*, and are all *Mahometans*: The *Calmoucks* are in the Middle of *Great Tartary*; and the *Moungales* near the *Oriental Sea*, but both are Idolaters. The first are subdivided into many Branches; and the *Moungales* into Tribes, or Branches of Tribes: And *Great Tartary* does not belong to one Sovereign only, as many have believed, but is possessed by the Czar of *Muscovy*, the Emperor of *China*, and by many petty Chans or Princes, who reign over large Provinces.

This vast Country is under the finest Climate in the Universe, and of an extraordinary Goodness and Fertility; but, as it is one of the highest Tracts of inhabited Land, it wants Water in many Parts, though washed by nine principal Rivers, viz. the *Anur*, *Sabingol*, *Selinga*, *Jenista*, *Amu*, *Khesell*, *Jaicks*, *Irtis*, and the *Oby*, and therefore is only cultivated on their Borders, and this but just where Necessity drives the Inhabitants; for the *Calmoucks* and *Moungales* never use any Agriculture, and only live on what their Cattle produces them; and their vagabond Life is owing to this Want of Farming, which constrains them to change their Habitations in Conformity to the Seasons, occupying the Northern Country in the Summer, and the Southern in the Winter.

*Great Tartary* has this Peculiarity, that it produces no Trees of any Height, except towards the Frontiers, and there only in some few Places; for all that are found in the Heart of the Country are only Shrubs, not exceeding a Man's Height; but in Recompence hereof the Mountains furnish the Natives with a large Quantity of wild Goats, white Bears, black Foxes, Ermines, Sables, and Gluttons, a flesh-eating Animal a little smaller than a Wolf, whose Furs, with Rhubarb, Ginseng Roots, Silk, Wool, and Musk, constitute the Trade of the Northern, Eastern, and Southern Part of the Country; but the *Tartars*, who inhabit the West, on the Borders of the *Caspian Sea*, regard all Trade as a Matter beneath them, and glory in robbing the Merchants who pass through their Territories, or at least exact so on them, as to make them lose all Desire of returning among them; and indeed, all those *Mahometan Tartars* live on the Rapine

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Rapine and Spoil, which they pillage from their Neighbours, whether in Peace or War; in which they are very different from the *Calmoucks* and *Moungales*, who, although they are *Pagans*, live quietly on the Products of their Flocks, and offend no one, unless they are first molested: Of these some have fixed Habitations, though others have neither Towns nor Villages, but live in Tents, and wander from one Place to another, according as the Conveniency of Pasturage invites; and they all support themselves by equine Food, as we do by that of Oxen and Cows, of which latter they rarely eat, but live chiefly on Horse Flesh, and make use of Mare's Milk, as the *Europeans* do of that of their Kine. The *Tartars* have so strong a Passion for the Colour red, that not only their Princes and Ladies, but even the common People, through all the North of *Asia*, would do more for a Piece of Stuff with this Dye, than for four times the Value in Gold and Silver.

The chief City of the Eastern, or *Nieucheu-Moungales*, is *Naun*; that of the Western, or *Calcha-Moungales*, *Argunskoy*. The Kingdom of *Tangut*, or *Baghar-gar*, is divided into two Parts, of which the Southern is properly called *Tibet*; this Kingdom is now in the Hands of the *Calmoucks*, and is the peculiar Patri-mony of *Dala-Lama*, the Sovereign Pontiff of all the *Pagan Tartars*, who by some has been confounded with *Prester-John*, before spoken of. The Capital of this Kingdom is *Barantola*, in whose Neighbourhood is gathered a Quantity of Rhubarb, &c. and at *Tarzinda* is a Mine of Gold extremely rich, at the Foot of the Mountains which separate the Lands of *Contaisch* from those of *China*, to the East of the Deserts of *Goby*, of which the *Chinese* have taken Possession, and have established here some Colonies of the *Moungalians*.

The Kingdom of *Casibgar*, or the *Little Boucharie*, is a fertile Country, and tolerably populous; it is rich in Gold and Silver Mines; but the *Calmoucks*, who are at present its Masters, receive but little Benefit from them, as they live quietly on the Products of their Cattle, and never mind Gold nor Silver, that is to cost them Trouble in its Acquisition; however the *Bouchares*, who inhabit the Towns, collect a good deal of Gold Dust in the Spring, in the Gutters, which the Torrents occasioned by the melting Snows make on every Side of the Mountains, and carry it to *India*, *China*, and even as far as *Tobolsky* in *Siberia*. There are also found large Quantities of Musk in the *Casibgar*, and many Sorts of precious Stones, among which are Diamonds; but the Inhabitants have not the Art to cut or polish them, and therefore are obliged to sell them rough.

The City of *Casibgar*, which gives its Name to the Country, was once the Capital of the Kingdom, but since the *Tartars* have been in Possession of it, it is greatly fallen from its pristine Grandeur; however, it still carries on some Trade with the neighbouring Countries, though little in Comparison of what it did formerly.

*Jerkeen* is at present the Metropolis of the *Little Boucharie*, and is pretty large. It is the Staple of the *Indian* Trade with the North of *Asia*, of *Tangut* with *Siberia*, and of the *Grand Boucharie* with *China*, which renders it both rich and populous. If *Peter* the Great had lived a few Years longer, he would have endeavoured to establish a Trade between this Place and his Territories, by Means of the *Irtis*, which would have been very advantageous to *Russia*.

*Chateen*, or *Cbotan*, is to the East of *Jerkeen*, and is at present in a flourishing Condition, by Reason of the great Trade carried on here between the *Bouchares*, *Calmoucks*, *Indians*, and the *Tangutois*, and the extreme Fertility of the Soil.

The *Great Boucharie*, of which *Bouchara* is the Capital, comprehends the *Sogdian*, the *Bactriana* of the Ancients, with their Dependencies, and is at present the best cultivated, and most populous of any Province in the *Grand Tartary*.

With the *Makometan Tartars* the Slaves are a considerable Object of Trade, for whose Capture they often make War with their Neighbours, keeping some for their own Service, and selling the Rest where they can; and this Commerce goes so far with some of them, that in Default of an Opportunity to make Slaves, they do not scruple to steal and sell the Children of one another, or to



sell their own, if they cannot do better; if they are tired of their Wives, they sell them without any Ceremony, as they do their Daughters, especially if they are handsome.

The Horses of these *Tartars* have but a bad Appearance, being very lean, notwithstanding which they are indefatigable, and may justly be termed the best Horses in the World.

It must be acknowledged that Nature has with-held nothing from this fine Country, that could render an Abode here agreeable; the Mountains abounding in the richest Mines, and the Vallies in an admirable Fertility of all Sorts of Fruits and Pulse. The Meadows are covered with Grass Man-high; their Rivers full of excellent Fish; and Wood, so scarce in all the Rest of *Great Tartary*, grows abundantly in many Places of this Province; but all this is of very little Use to the *Tartar* Inhabitants, who are naturally so slothful, that they rather choose to pilfer and steal, than to apply themselves to cultivate what Nature has offered them so liberally.

*Carfchi*, or *Karfchi*, is at present one of the best Cities in the *Great Boucharie*; it is large, well-built, and better peopled than any other in the Country; the adjacent Parts are extremely fertile, and its Inhabitants carry on a very good Trade to the North of *India*.

*Jalagajan*, which stands almost in Front, is one of the chief Passages by which People enter from the States of *Contaijeb* into the *Great Boucharie*.

*Badagjeban* is a very ancient, and extremely strong City; it is not large, but well enough built, and populous; its Inhabitants are rich by the Gold, Silver, and Ruby Mines in its neighbouring Mountains; although there is no one who regularly works these Mines, those who live at the Foot of the Mountains do not benefit themselves a little by the Grains of Gold and Silver which they collect in the Spring, after the melting Snows have washed them from their Beds, by their Torrents.

*Anderab* is the most Southern City of all the *Great Boucharie*, separating the Territories of the *Great Mogul* and *Persia* from *Grand Tartary*; it is by this Place, that whatsoever is brought in, or carried out of their Country, to or from the States of the former, must necessarily pass. And there is in the Neighbourhood of *Anderab* rich Lapis Lazuli, with which the *Bouchares* carry on a considerable Trade, with the Merchants of *India* and *Persia*.

Although *Cabul*, or *Caboul*, depends on the *Great Mogul*, and not on the *Chan* of *Balck*, it will be à propos to say something here concerning the flourishing Trade maintained between the Subjects of these two Princes. *Cabul*, situated at the Foot of the Southern Mountains which separate the Estates of the *Great Mogul* from the *Grand Boucharie*, is one of the finest Cities to the North of *India*; it is large, rich, populous, and because it is considered as the Key of the *Grand Mogul* Territories towards *Persia*, and the *Great Boucharie*, is always carefully kept in a good State of Defence. This City is the Staple of all the Merchandize that passes to the *Indies*, *Persia*, and the *Grand Boucharie*. The Subjects of the *Chan* of *Balck* come here in Throngs with Slaves of both Sexes, and above all, with *Tartarian* Horses, of which so great a Trade is driven in this City, that it is pretended here come yearly more than sixty thousand. The Neighbourhood of *Cabul* is very fertile, and all that is necessary for Life grows here in Abundance, and is very cheap.

The City of *Bouchara* or *Buchara* is upon a River, whose Waters are very unwholesome, and which discharges itself into the *Amu*, about forty Leagues from the *Caspian* Sea; it is large, fortified, and well seated for Trade with *Tartary*, *Persia*, and *India*; though with all these Advantages it carries on but little, being hindered by the extraordinary Impositions on Foreigners in the Article of Customs.

*Samarcant*, Capital of the Province of *Maurener*, is about seven Days' Journey to the North of *Bouchara*, and was formerly much more brilliant than now; however, it is large and populous enough; it is said that the best Silk Paper is made here of any in the World, and therefore is much sought after by the *Oriental* Nations. Here is the most famous *Mabometan* Academy of Sciences; and its adjacent Grounds produce Apples, Pears, Grapes, Melons of an exquisite Taste, and in

in such Quantity supplied from considerable *Tartars*.

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in such Quantities, that the Empire of the *Great Mogul*, and Part of *Perfia*, are supplied from hence with them: And indeed this City wants nothing to render it considerable in Trade, but other Masters and Neighbours than the *Mahometan Tartars*.

*Wardanfi*, seated to the Westward of *Bouchara*, towards the Frontiers of *Charassm*, is a tolerable large City, inhabited by the *Boucharas*, who in peaceable Times trade to *Perfia*, and in the Country of *Charassm*.

*Balk* is the Capital of the smallest, and most Southern Part of the *Grand Boucharie*, but extremely well cultivated, and fertile; here is gathered a great deal of Silk, which the Inhabitants work up into Stuff: The *Usbecks* here are the most civilized of all the *Mahometan Tartars* of the *Grand Boucharie*; to which the great Commerce they drive with the *Persians* and the Subjects of the *Great Mogul* does not a little contribute.

*Talcban*, seated below *Balk*, on the River that runs by it, is a small City, well built, pretty populous, and with a tolerable Trade.

*Cachemire* is a small Kingdom, that is hardly thirty Leagues long, by twenty broad, so shut in by high Mountains, which separate *India* from the *Grand Tartary*, that there is no Entrance to it on any Side, without passing Rocks of a prodigious Height; it is almost one continued Valley, whose Fertility and Beauty makes up for the Smallness of its Extent, as all Sorts of Fruit and Pulse that we have in *Europe* grow here abundantly, without the Trouble of Cultivation.

The *Cachemirians* are very industrious, and possess the Secret of making the lacquered Wares, and light Woollen Stuffs with Borders, so much esteemed in *India*. The River *Amu*, or *Abiamu*, which has its Source to the North-North-East of this Kingdom, and runs by it, is full of all Sorts of Fish, and its Borders quite charming, on which grow those excellent Melons, and all those other delicious Fruits, which are so sought after in *Perfia* and *India*, and which are transported even to *Russia*.

*Charassm* is a Country extremely fertile in all those Parts that are fit for Culture, and its Inhabitants are reckoned the richest Herdsmen of all the *Ottoman Empire*; they are supported entirely by their Cattle, which consist in Camels, Sheep, and Goats; and lodge in Tents, which they transport from one Place to another, according as the Season and Conveniency of Pasture suits: In Winter they encamp along the *Euphrates*, on the Side of *Mesopotamia* and *Natolia*; and the Summer Heats invite them to the refreshing Vallies enclosed by the *Armenian Mountains* towards the Rise of the *Euphrates* and *Tigris*.

The second Body of *Turkmans*, called Eastern *Turkmans*, also subsist by their Cattle or Agriculture, according to the different Districts they are found in; the Winter Season they pass in the Towns and Villages in the Neighbourhood of the *Amu*, and the *Caspian Sea*; and in Summer they encamp wheresoever they meet with good Pasturage and Water.

There are twenty Provinces in this Country of *Charassm*. That of *Burma* is to the East of the City of *Uajir*, towards the Frontiers of the *Grand Boucharie*. This Province is very fertile, populous, and produces the most delicious Melons of all the *Charassm*. That of *Gordisib* is between the *Pisbga* and the *Kumkant*; and as this Province is watered by the River *Amu*, it is one of the most fruitful and best cultivated Parts of the *Charassm*.

The *Chorasani* is beyond Contradiction the finest, richest, and most fruitful Province of all *Perfia*; but having mentioned it already, I shall only add here, that as the Climate of this Country is excellent, and the most temperate of any in this Empire, nothing in these Parts can equal the Fertility of its Soil; all sorts of exquisite Fruits, Cattle, Corn, Wine, and Silk thrive here to a Miracle: Mines of Gold, Silver, and precious Stones are not wanting; and, in fine, all that can render a Place rich and agreeable this Province abundantly possesses.

The City of *Mesched*, or *Meschet*, situated on a little River which falls into the *Kurgan*, was once in a very flourishing Condition, by the many considerable Manufactures of Gold and Silver Brocades, with other Stuffs, settled here. The Earthen-Ware of this Place was also very much esteemed, besides which a great Trade was carried on here in those beautiful silver-grey Lamb-skins with curled Wool, finer than

than Silk itself: And it was in every Respect a very rich, flatly, and populous City, till the *Uzbek Tartars* plundered and left it in a miserable forlorn Condition; its adjacent Parts are, however, the most charming of any in the World, and produce in Abundance all Sorts of exquisite Fruits and Greens, as its neighbouring Mountains do *Turquoises*, and even *Rubies*.

*Herat* is at present the finest and largest City of all this Province, since the Ruin of the last-mentioned, which was the Capital; it is rich, fair, and populous, and produces the handsomest Carpets of all *Perfia*; here are also made several Sorts of valuable Stuffs and Brocades; and in a Word, this is the Staple of almost all the Commerce carried on between *Perfia* and *India*, as it lies in the Route from *Ispahan* to *Candabar*.

*Astrabat* is situated on a Gulf of the *Caspian Sea*, being the Capital of the Province of that Name, and passes for one of the finest Cities in *Perfia*, as it is large, well-built, rich, and very populous. Here are many fine Fabricks of Silk and Woollen Stuffs, more particularly of a Sort of Camlet that is vastly esteemed. The circumjacent Lands are equally agreeable and fertile in every Necessary of Life, and the neighbouring Mountains are all covered with Forests of Fruit-Trees. The Gulf of *Astrabat* is about fifteen Leagues from East to West, and four or five from North to South, but is only navigable for small Vessels, because here is not more than ten or twelve Feet Water at its Entrance to the *Caspian Sea*, but it is of great Convenience to this City, by Means of the Communication it has with all the *Persian* Cities seated on that Sea.

*Mankijlak* is a small Town in the Country of *Charassim* on the Borders of the *Caspian Sea*, to the Northward of the Mouth of the Southern Arm of the *Amu*, and in itself is but trifling, as it does not contain at utmost above seven hundred miserable Cots; but its Port is excellent, and the only one in this Sea; it is spacious, secure, deep, and if it was in other Hands, would make Trade soon flourish.

*Urgens*, the Capital of *Charassim*, is situated in a large Plain, to the North of the River *Amu*, about twenty-five German Leagues from the Eastern Border of the *Caspian Sea*. This City was once very considerable, but since it became subject to the *Tartars*, and the *Amu*, that run at the Foot of its Walls, has taken another Course, it is fallen greatly to Decay.

*Turkestan* is about seventy Leagues long, and as many broad, having several good Districts of Land on the Side of the River *Jemba*, and towards the Mountains which divide this Province from those of the *Calmoucks*; but the Inhabitants make no Advantage of it, as Rapine is their only Occupation, and few among them have any fixed Habitation, but live in Tents, towards the Frontiers of the *Calmoucks*, and the aforesaid River, that they may be within Reach of benefiting themselves by any Occasions that shall offer for Pillage or Plunder; and they go to sell the Slaves they make in these Excursions either to the *Charassim* or *Grand Boucharie*, where they always find *Persian* or *Armenian*, and sometimes *Indian* Purchasers.

#### Of the Caspian Sea.

IT is but a little while since we have had any true Knowledge of the *Mazanderan* or *Caspian Sea*, which the *Persians* call *Kussum*. It is beyond Dispute the greatest Lake in the Universe, being situated between the thirty-seventh and forty-seventh Degrees of Latitude, and the seventy-seventh and eighty-third Degrees of Longitude; its Waters are extremely salt, except towards its Shores, where they are freshened by the Rivers running in, and it abounds with Sturgeons, Salmon, Salmon Trout, &c. all which Fish come in the Spring to seek the Mouths of the fresh Water Rivers; and it is incredible what a Quantity are yearly taken at this Season; here are also Carp and Bream, which is something particular in a Sea, whose Water is naturally salt; and here is also the White Fish, called by the *Russians* *Bielluga*, which is peculiar to this and the *Black Sea*; and for this Reason some pretend that these two Seas have a subterraneous Communication. All these Sorts of Fish are much larger and fatter than elsewhere, especially the White Fish, which have been taken twenty Feet long; they have some Resemblance to a Pike, with the Taste of a Sturgeon.

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The *Caspian* has neither Flux nor Reflux; and the only Port is *Baku*, in the Province of *Sebirvan*, on all its Western Coast, and this solely for small Vessels; though there is a good Road at *Terki*, where the Vessels ride in Safety, between the Isle of *Zegen* and the Land. On the Eastern Coast is the Port of *Mankischlak* in the *Chorassan*, which is excellent, and the only one found in this Sea; but being unhappily in the Hands of the *Tartars*, with all this Eastern Coast, it is of very little Use.

*Of the COSACKS, or COSAQUES.*

THE *Cosacks* are now divided into three Branches, and the *Russians*, on whom they depend, call their Country the *Ukraine*, which is in that Language, *seated on the Frontiers*, because it effectually makes a Frontier between *Russia*, *Poland*, *Little Tartary*, and *Turkey*, being to the Westward of the *Boristhenes*. As this Country is an entire Plain interspersed with fine Rivers, and agreeable Forests, it must be supposed to be extremely fruitful; as it is in Effect, and produces all Sorts of Grain and Pulse, Tobacco, Wax, and Honey in such Abundance, that it supplies a great Part of *Russia* with it. The Pasturage here is so excellent, that the Cattle surpass all others of *Europe* in Size; the *Muscovite* Beef that I have seen, has always been very small, though I think fatter, and superior in Quality to any other. The Rivers are stocked with excellent Fish, and Game is found here in such Quantities, that this Country only wants a Communication with the Sea, to be one of the richest States in that Part of the Globe.

The *Don Cosacks*, who occupy, on the Banks of the River with this *Russian* Name, a Number of Towns and Villages, do not extend themselves far within Land, as there is a Want of good Water in many Parts, and no Wood; they live on their Cattle's Produce and Agriculture, without forgetting however to live at the Expence of others, whenever Occasions present.

The *Cosacks* of the River *Jaicks* took Possession of its Southern Border, when the *Tartarian* Power began to decline there; and when the *Russians* seized the Kingdom of *Astracan*, the *Cosacks* voluntarily submitted to their Dominion. These People live by Agriculture, Fishing, and the Produce of their Cattle, with what Booty they can make. This River at present separates *Russia* from the Estates of *Contaisch*, and its Banks are so fruitful, that however little the Earth be cultivated, it abundantly produces every Necessary of Life. It is also extremely full of Fish; and it is asserted, that in the Spring, so great a Quantity come here from the *Caspian* Sea, to seek fresh Water, as almost to stop its Course, and may be taken with the bare Hand, with the Roes of which prodigious Shoals, caught in this River and Neighbourhood, so much Caviar is made and exported to all *Europe*.

The *Tartars* of *Nagai* subsist by their Hunting, Fishing, and Cattle, being subject to the *Russians* ever since their taking the Kingdom of *Astracan*, which the others possessed before; the Capital of the same Name is seated on the Frontiers of *Asia* and *Europe*, and by this convenient Situation invites a large Number of *Armenians*, *Indians*, *Persians*, *Mahometans*, *Tartars*, *Calmoucks*, *Georgians*, and *Muscovites*, to form a considerable Trade here.

The *Volga* is one of the largest Rivers in the World, and traverses almost all *Russia*; it abounds with all Sorts of Fish, and its Borders spontaneously produce most Species of Pulse and Herbs without any Labour or Cultivation.

The *Calmoucks* are Part of the *Pagan Tartars*, descended from the *Mogoules*, and desirous of being still called so; they inhabit the finest and most considerable Part of *Tartary*. The best Iron of all *Russia*, and it is probable of the whole World, known in that Country by the Name of *Siberian* Iron, comes from the Mountains of *Aigles*, that separate *Russia* from *Siberia*; which Metal is melted and wrought with the same Ease as Copper, and there are Cannons made of it, nothing inferior to those of Brass, either in Beauty or Goodness. These People carry on no Trade, except by Way of Barter for Cattle, and are harmless and inoffensive, if not molested, as has been before observed. The *Oby* and *Orn*, large

large Rivers in this Country, are full of Fish, and most of their Borders very fertile in every desirable Product.

*Of the general Commerce of the EAST-INDIES.*

THE *East-Indies* commence where the Kingdom of *Persia* ends, being separated from it by a long Chain of Mountains, and the River *Indus*, whose Name they have taken, and which on issuing from Mount *Taurus*, where it rises, takes its Course towards the Northern Parts of *India*, as the *Ganges*, which flows from the same Mountain, does towards the South, both falling at last into the *Indian Ocean*; the first into the Gulf bearing its Name, and the other into that called *Bengal*. This vast Region of *Asia* is called the *East-Indies*, from its advanced Situation towards that Part of the Heavens, more than any other Country yet known; as *America* is in the same Manner distinguished by the Denomination of the *West-Indies*, on Account of its lying more West than any other District of the habitable Globe.

*East-India* is commonly divided into that on this Side of, and that beyond, the *Ganges*; the first Part comprehends the Empire of the *Great Mogul*, the Kingdoms of *Decan*, *Narjunga*, *Canara*, the *Peshberie*, or Fishing Coast, that of *Coromandel*, *Rejnagar*, and *Orixa*. The other includes the Kingdoms of *Bengal*, *Ara-can*, *Pegu*, *Siam*, *Malacca*, *Camboya*, *Ciampa*, *Cocbincbina*, *Brama*, *Jangomea*, *China*, and others less considerable.

Both these Parts have their Isles, though those appertaining to that beyond the *Ganges*, are larger and much more considerable for their Trade than the other, as will be explained hereafter, when their Description falls in Course; and I shall now begin with that of the *Great Mogul's* Dominions, being the first that present themselves on quitting the *Persian Sea*, to enter the *Indian Ocean*.

*Of INDOSTAN, or the Empire of the Great Mogul.*

THE Empire of this Prince comprehends a vast Extent of Coasts in the *Indian Sea*, and stretches very far within Land, so that he possesses the greatest Part of the *Indian Terra Firma*.

The Kingdom of *Bengal* once belonged to him by Conquest, and of which he still retains a Share, though the *Moorish Rajas*, or Governors, to whose Custody he trusted it, have revolted, divided the other Part among themselves, and thereby deprived the Emperor of one of his richest Provinces, and the most convenient for Trade; for which he is however in some Sort indemnified by the Sovereignty, which he has always preserved, and by the Acquisition of the Kingdoms of *Decan*, *Cacbemir*, *Breampour*, and *Maliquo*, which he has added to his Dominions.

*Indostan* is in general so fertile in all that can contribute to the Convenience of Life, that it might very commodiously pass without any foreign Trade, and not only comfortably, but very deliciously subsist on its own Abundance; yet the greatest Part of the Inhabitants, particularly those called *Banians*, are so addicted to Commerce, and understand it so well, that it is nothing surprizing, to see them maintain so considerable a one on all the Coasts of this Empire, and even to *Agra* its Capital.

The *European* Traffick with the *Mogul's* Dominions consists principally in Gold and Silver Coin, Leather, Spice, Elephants, &c. brought here from *Japan*, *China*, *Moluccas*, and *Ceylon*; Pewter, Cloths, &c. imported from *Europe*, and Horses from the *Usbecks* and *Persia*.

*Of GUSURATE.*

OF all the Kingdoms which compose *Indostan*, there are none that have more considerable Ports, or where greater Trade is carried on, than this of *Gusurate*, called also by some the Kingdom of *Cambaye*, from one of its most important Cities, distinguished by the Appellation of the *Indian Cairo*. This Ter-

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itory is almost totally maritime, forming a Peninsula, that stretches out between the Gulfs of *India* and *Cambaye*, containing more than an hundred and twenty Leagues of Coast.

It is in this Extent that *Cambaye* and *Surat* are situated, the two Cities, especially the last, the most celebrated in *India*, for the Trade which the *Europeans* carry on there, or that the native Merchants maintain from *Java*, *Sumatra*, to the *Levant*, *Aden*, *Mocha*, and *Mecca*, on the *Red Sea*, and to *Bender-Abassi*, in the *Persian Gulf*, in Cotton Cloth, Counterpanes, Carpets, embroidered Hangings, Rock Crystal, Granates, Hyacinths, Amethists, Turquoises, choice Drugs, Medicinal Herbs, Dying Woods, Perfumes, excellent Indigo, cultivated and made at *Amadabat*, the Capital of the Kingdom, and at *Sircber*, Camphire, Tobacco, Brimstone, Turbith, Galanga, Nard, Lapis Lazuli, *Affa foetida*, Borax, Scamony, Benzoin, Pepper, Cummin, Ginger, Mirabolans, Silks of their manufacturing, Corn, Salt, Oil, and Butter.

Their Returns from *Aden*, are Gold and Silver Coin, Coral, Ambergris, Misseit, a Drug for dying and colouring, and the best Opium of all the East. From *Persia* they extract Brocades, and other Silk Stuffs, Velvets, Camlets, Pearls, Almonds, Raisins, Nuts, Dates, and particularly Rose-Water, of which they are very fond, and which they transport to many Parts of *India*.

The *Europeans*, and other Nations, furnish this and the other Territories of the *Great Mogul* with Pewter, Vermillion, all Sorts of Cloth, Ivory, Sandal Wood, and there are seen in their Ports and principal Cities, not only *English*, *French*, *Dutch*, and *Portuguese*, but also *Jews*, *Turks*, *Persians*, *Arabians*, and Merchants of all the Cities in *India*, except *Chinese* and *Japanese*. I shall treat of the Trade of all the Cities at large, after I have said something of that of *Amadabat*, Capital of the Kingdom, and some others within Land.

*Amadabat*, one of the largest Cities in the *Mogul* Empire, is seated within eighteen Leagues of *Cambaye*, and forty-five of *Surat*, on a little River which falls into the *Indus*. Its Commerce is equally flourishing both at home and abroad, sending yearly large Caravans to *Agra*, and transporting to *Surat*, *Cambaye*, and *Brochia*, its manufactured Stuffs, and other Merchandizes: The Products of the Country are brought there in Return of their Caravans.

It is reckoned there are twenty-five great Towns, and above three thousand small ones in the Jurisdiction of this City, whose Inhabitants are almost employed in working for the Fabricks; of which the principal ones are of Silk or Cotton, pure or mixed with one another, being a Species of Goods peculiar to the Country, such as *Tulbandes*, *Alligias*, *Attelasses*, *Baffetas*, and *Chites*; here are also made Brocades, Gold and Silver Stuffs, Damasks, Sattins, Taffeties, and Velvets of all Colours, Alcatiffs or Carpets, with Gold, Silver, Silk, or Stuff Grounds; in Fine, all Sorts of Cotton Cloth, white or painted, which in Fineness, Beauty of Designs, and Vivacity of Colours, do not yield to any in the *Indies*.

The greatest, or at least the best and most beautiful Part of these Manufactures are destined for *Surat*; the *Banians*, who transact almost all the Business of this last Place, and are here as Brokers to the *European* Merchants, having their Factors on the Spot, who buy up the Goods as soon as made, or being the Undertakers themselves, have Artificers to work for them. The Products of the Country are Indigo, which is cultivated and prepared abundantly in the Territory of this Capital, particularly at *Sircber*, which, though but a small Town, has acquired great Reputation by their perfect ordering of this Drug, Sugar Candy, and Sugars, all Sorts of Sweetmeats, Cummin, Honey, Lack, Opium, Borax, Ginger dry and candied, Mirabolans, Saltpetre, Sal Ammoniac, Ambergris, Mulk, and Diamonds; but these three last Commodities are brought from abroad, and resold to foreign Merchants. It is here that the *English* and *Dutch* have their Linens stained, and their Saltpetre refined; and it is from this City that all the blue Cloths come, which are sent to *Persia*, *Arabia*, to the Kingdom of the *Abyssines*, the *Red Sea*, the Coast of *Melinda*, *Mojambique*, *Madagascar*, *Java*, *Sumatra*, *Macassar*, and the *Molucca* Islands.

*Brochia*, a large City in the Kingdom of *Gufurate*, seated twelve Leagues to the North of *Surat*, on a River which at eight Leagues Distance discharges it-

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self into the Sea at two Openings, is reckoned both among the maritime and inland Cities. Here, and in eighty Villages under its Jurisdiction, are made Cotton Cloths, that are always placed among the Number of the finest and most beautiful of all *India*. The Factories which the *English* and *Dutch* have here are very ancient, and some of the first that these two Nations established on this Coast.

*Bijantagar* is almost in the Middle of the Kingdom, where a great deal of Cloth and Thread are made for Transportation. And

*Pettan* is celebrated for its Manufactures, which consist in Silk Stuffs, Cotton Cloths, Tulbandes, Allegais, and in some other such like Fabricks, that are also made at *Amadabab*, *Brodera*, *Goga*, *Cbist*, *Pour*, *Nariaab*, *Vasset*, and some other Places; and it is from them that the *Banians* extract Abundance of those Commodities, which the *Europeans* make a Part of their Ships' Cargoes.

#### OF CAMBAYE.

THE Trade of this City is very considerable, and only yields to *Surat*, which it formerly surpassed, till the latter had reaped the Advantage of the Decay of that of *Goa*, and of the Ruin of the *Portuguese* Trade there.

It is seated at the Mouth of the River *Carari*, at the Bottom of the Gulf, to which it gives Name, sixteen Leagues from *Brachai*, and thirty from *Surat*; the *English* and *Dutch* have Lodges here, on Account of its Proximity to the last, where their principal Trade of the *Grand Mogul's* Dominions is transacted, and where they have their Factories settled, which may be almost regarded as the second in Point of Importance, among those they have in *India*.

The Natives of the Place, more especially the *Banians*, addict themselves to Trade, and carry on one commonly to *Diu*, *Goa*, *Cochin*, *Achem*, *Batavia*, *Bantam*, the Coast of *Coromandel*, that of *Bengal*, *Persia*, and the *Red Sea*, where they send their Ships, but generally with *Dutch* Pilots, hired with a considerable Salary of the Company; and though the Remiss of these Goods to all the aforesaid Places, is a considerable Object of their Commerce, yet it is nothing in Comparison with that which they transact with Strangers, who yearly arrive at *Cambaye*; there being hardly any Nation of *India*, from whence both Merchants and Ships are not seen here; as also from *Mosambique*, *Melina*, *Arabia*, and the *Persian* Gulf. The *Europeans* besides send here every Monsoon a good many Vessels, whose Ladings consist more in Reals, Rixdollars, Ducats, and Sequins, than Merchandize; Gold and Silver being the best Cargo that a Ship can bring to this Coast, except Spice, which the Inhabitants here and at *Gufurate* cannot be without.

The principal Goods exported from *Cambaye* are very fine Cotton Cloths, in as good Esteem as those from *Bengal* and *Coromandel*, Canvas, many Sorts of Silk Stuffs, Tulbandes, Sashes, Carpets, Cloth of Gold, Counterpanes of Silk and Cotton, stitched or embroidered, Quilts, Bed Furniture, &c. Elbow Chairs, Tables, and other Household Stuffs, Indigo, Saltpetre, Borax, Opium, Cummin, Ginger, Rhubarb, Mirabolans, many other excellent Drugs, Sugar, Oil, and Butter, without reckoning several Sorts of precious Stones, found at *Gufurate*, or that are brought here from elsewhere. A great many excellent Works in Agate are also performed here, which do not in any Manner yield to those of *Europe*, either in Beauty or Perfection.

The major Part of the Merchandizes, of which the *Europeans* make the greatest Purchases, are not those of which their homeward-bound Cargoes are composed, but they serve for Traffick to other Parts of *India*, to exchange against various Commodities that may suit their Owners; and the same may be said of Grain, Fruit, Pulse, as Wheat, Rice, Peas, Beans, Kiffery, a Sort of a Pea, Millet, Barley, Oranges, Lemons, Citrons, Mangas, and Cacaos, of which the *English* and *Dutch* carry a large Quantity yearly to Places where these are wanting, and dispose of them there to great Advantage; and this Remark may serve for all that shall be said henceforward concerning the Trade of the *Europeans* in the *East-Indies*.

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## Of SURAT.

THERE is no Place in the *Mogul's* Dominions, and it may be added in all the *Indies*, more celebrated for Trade than this is. It is seated on the River *Tapi*, or *Taptā*, to which *Souali*, lying six Leagues from its Mouth, is properly the Port, the River being unnavigable for large Vessels up to the City, which obliges the Merchants to unlade their Goods here, and to send up those designed for *Surat* by Barks or Waggon. This City was taken by the Troops of the *English East-India Company*, in the Year 1759, and still continues subject to that Company.

Those intended for other Parts remain at *Souali*, in Warehouses built with Boards, which each Nation has here, till Opportunities offer for sending them to their destined Ports. *Souali* is a Sort of Encampment upon a Point of Land, or Peninsula, formed by the Sea and the River's Mouth, which is very commodious for a Market to furnish the Sailors with Refreshment on their Arrival; this Camp consists only of small Huts, made with Reeds, Bamboes, &c. ranged in Form of Streets, during the fine Monsoon, where the Natives plant their little Shops, filled with Fruits, &c. to the great Convenience of the new Comers, and to the no small Profit of the Inhabitants, no Village being near, and the *European Companies' Magazines* being a League to the North of this Bamboe Town.

The Houses of the *Europeans* here are spacious and magnificent, of which the *English* are those who make the best Figure; and the Goods brought here for *Europe* are Cotton Thread, Wool, and Cloth; and of these latter are shipped both white and stained; many Sorts of Silk Stuffs, plain, striped, &c. with and without Silver and Gold, painted and printed Linens, raw Silks, Indigo of three Sorts, Carpets of Silk and Wool, others all Silk, with Silver and Gold, Alces, Sapan Wood, Coffee, Maldivian Cauries, so necessary for the *Guinea Trade*, Incense, Saltpetre, Borax, Gum Lack, Myrrh, Terra-Merita, Red Bole, Mulk, Benzoin, and sometimes Ambergris, Pearls, Diamonds, and other less precious Stones.

The Commodities of this Place fit for the Trade to *Mocha*, the Coast of the *Red Sea*, and the *Arabia Felix*, are coarse Linen, white, blue, and black. Those for *Bender-Abassi*, and *Bassora* in the *Persian Gulf*, white Linens, coarse and fine, with a few blue and black. Those for *Sumatra*, and all the Kingdom of *Achem*, *Java*, and *Maccassare*, Linens blue and black, of which many more fine than coarse. For the *Philippines*, all Sorts of Linen, coarse and fine, white and stained, Carpets, and Silk Stuffs. In Fine, Opium, for the Coasts of *Malabar*, and the other Places in *India*, from whence the Pepper comes, as there is nothing better to truck against that Spice.

As the greatest Part of the Merchants, Brokers, and *Indian Manufacturers*, are naturally given to cheating in several Ways, the *Europeans* who deal with them should always be on their Guard, and carefully examine the Quality, Weight, Measure, &c. of every Thing they buy.

Two Ships sail yearly from *Surat* for the Conveniency of the *Mabometans*, who go on Pilgrimage to *Mecca*, but they are commonly as much laden with Goods for the *Mogul's* Account, as the Pilgrims; and their Returns are so rich as to make Part of the Trade of the *Europeans*, for the Commodities of *Arabia Felix*.

The *Turks* of *Aden* and *Mocha* also send an annual Ship to *Surat*, whose Cargo is for Account of the *Grand Signor*. And it is at this Place that the *English* and *Dutch* commonly make their Ladings for *Persia*, the *Red Sea*, and *Arabia Felix*; and here also the *Persian* Merchants embark with their Goods for the same Places, on which they make great Profits.

Very considerable Negotiations are made from hence and some other Parts of *India*, by Way of Exchange, and I shall therefore mention the Premiums they are commonly agreed at with this Remark, that they are not so fixed, but that they occasionally rise and fall, as in *Europe*.

The Exchange from *Labor* to *Surat* is generally from 7 to 7½ per Cent.

From *Janabat* and *Agra* 4 to 5.  
 From *Amadabat* 1 to 1½.  
 From *Bengal*, *Patna*, *Casimbazar*, and *Ougli*, 8 to 9.  
 From *Golconda*, and the neighbouring Parts, 5 to 6.  
 And for *Goa*, 4 per Cent.

#### Of A G R A.

**B**EFORE I quit the *Mogul's* Empire, it is proper I should take Notice of this City, which is its Capital, and the Centre of its Trade. It is situated in 28°, on this Side of the Line, on the River *Gemini*, or *Gemma*, which falls into the *Ganges*.

The Number of its Meidans, where the publick Markets are kept for all Sorts of Provisions; of its covered Bazards, where each Merchant and Artificer have their Shops and Quarters, of which some are half a Quarter of a League long; and that of its Caravanferas, above eighty in Number, suffices to demonstrate both the Greatness of its Extent, and the Importance of the Commerce carried on here by Foreigners and its Inhabitants; which is maintained by several Caravans from *Amadabat*, *Surat*, and other Places, commonly composed of four or five hundred Camels, and by which Conveyance the *English*, *French*, *Dutch*, *Moors*, *Turks*, *Arabians*, *Persians*, and other Nations send their Merchandizes to, and receive others from, this Capital, as may suit their Business.

Besides the Indigo of this City, which is the best in the World, a large Quantity of Silk Stuffs and Linens are exported; these latter principally to the West and North; and it is here that all the Merchandizes of *Boutan* and *Tartary* are brought, and where the Merchants of the interior Parts of *Indostan* also come.

*Daman*, *Bacaim*, *Diu*, and *Chaul*, are four maritime Places in the Kingdom of *Gufurate*; but all four appertaining to the *Portuguese*; they also were Masters of *Bombay*, between *Daman* and *Chaul*, but yielded it up to the *English* in the Year 1662, in Favour of the Marriage between King *Charles II.* and *Catherine*, Infanta of *Portugal*. It is a very good Port, and as secure a one as any on the Coast.

*Daman* is seated on the Peninsula, on this Side the *Ganges*, and on the Gulf of *Cambaye*, between *Surat* and *Bacaim*, from which it is equally distant; its Situation, and the Goodness of its Fortress, as also the Importance of the Trade carried on here, makes the *Portuguese* regard it better than any other Place they have remaining in *India*, although the Business of *Bacaim* hardly yields to this; yet that of both the one and the other, as well as of *Diu*, is considerably decayed, since the *English*, *Dutch*, and other Nations of *Europe*, have brought *Surat* into such Reputation; and the *Portuguese* lost, as one may say, the Empire of *India*, of which they had Possession for an Age.

*Diu*, which has the Reputation of being impregnable, has always been, and still is, the strongest Place the *Portuguese* have in these Parts; it was here that they formerly kept their Fleets; and it was also here that the *Moorish* Vessels were visited, and took their Passports to secure their Commerce; so that there was no Place from whence the King of *Portugal* drew a greater Revenue, either by the Custom-house Duties, or the Produce of the Visits and Passports.

#### Of the Trade of LASSA, or BOUTAN, and CHAUL.

**B**OUTAN, an Indian Kingdom, bordering on the States of the *Grand Mogul*, is a Country very little known; though there is a Caravan of Merchants, who yearly set out from *Patna*, the greatest City of *Bengal*, at the End of *December*. The Caravan arrives in eight Days at *Gorrockpour*, the last City of the *Mogul*, where the Merchants take Provisions for the remaining Part of their Journey; from thence to the Foot of the *Nangroel* Mountains, is eight or nine Days' painful Travel, which Mountains are eight or ten Days getting over; and as they are very rugged, the Inhabitants, who retire here, and are half Savages, come to offer themselves to Passengers, for the Carriage of them and their Merchandize to the Foot of the Descent. The Provisions and Goods are laden on

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on Oxen, which carry about an hundred and fifty Pounds Weight; and the Men pass, seated on a Sort of Cushion, which these poor People fix on their Backs, and three Women commonly relieve one another in carrying a Man this little Journey; on leaving the Mountains there are Oxen, Camels, Horses, and even Palanquins, for those who choose them, which Travellers do not quit till their Arrival at *Boutan*.

A very great Trade in Musk, is carried on in all the Country of *Boutan*; and it is here also, where the finest Rhubarb is found; here likewise grows the *Semen contra Vermis*, or Wormseed, and the Country abounds greatly in Martens, so that very fine Furs are to be procured here, but little Gold is to be met with in the whole Kingdom; and that which is here is brought from abroad by the Merchants who come to trade. In Regard to Silver, it is believed here are some Mines, and that it is from the Products of the Country, that the King of *Boutan* stamps his Coin, which is of the same Weight and Value as the *Roupies*, of an octagon Shape, with Characters that are neither *Indian* nor *Chinese*.

Their sole Manufactures are coarse Hempen or Cotton Linens, with which they clothe themselves in Summer, and ill made Cloth, hardly better than Felt, serves for their Winter Clothing.

*Chaul*, or *Chaul*, is a City, as I just now mentioned, belonging to the *Portuguese*, which on their Arrival, and *Indian* Conquest, they took from the King of *Decan*; its Trade is very considerable, but much less than it has been formerly; it is, above all, famous for its Silks and Silken Manufactures, with which it almost entirely furnishes *Goa*, as well as a great Part of *India*.

A great many *China* Ships come here, with the Products of that Country, and take Spices, which turn to a good Account. The other Fabricks carried on here, are all Sorts of Varnish after the *Chinese* Manner, and divers Works of Lack of all Colours, which nearly approach in Goodness to those of *China*. Here are also Plenty of Oxen and Cows, all Sorts of Fruit, and the other Products of the Earth, except Grapes, Walnuts, and Chestnuts.

#### Of the Commerce of the Coasts of INDIA and MALABAR.

THAT Extent of Coast, which runs from the Frontiers of *Gufurate* to Cape *Comorin*, are called the *Indian* Coasts, in which are found the Kingdoms of *Decan*, *Cuncan*, *Canara*, *Malabar*, which alone contains at least eight or ten, and among them *Cananor*, *Calicut*, *Cranganor*, *Cochin*, *Porca* or *Porcati*, *Calicoulang* and *Coulan*. Of all which Coasts the *Portuguese* were for a long Time Masters, it being from hence that they began their Discoveries and Conquests in the *East-Indies*; as *Calicut* was the first City where they landed, and *Cananor* the Place where they built their first Fortification, which was followed by others almost in every maritime City of those little States; but when their Affairs began to fall into Decay in the East, they abandoned and razed that Part of them which they deemed indefensible against the *Dutch*, who drove them out of the best, and among them *Cochin* and *Cranganor*, which these latter took in 1661, the *Portuguese* having only been able to save *Goa*, and a few other obscure Places.

*Decan* is the first Kingdom on this Coast after that of *Gufurate*, which for a long Time was a Province of the *Mogul* Empire, as well as the other, though at present it is only tributary. Its Sea-Ports, where some Trade is transacted, are *Geytapour*, *Rajapour*, *Carapatar*, *Dabul*, and *Sifardan*, which consists in Silk Stuffs, and Cotton Cloths sent by Sea to *Surat*, or what the Inhabitants of *Decan* transport by Land into the Territories of the *Mogul*, those of *Golconda*, and as far as *Coromandel*; and in this Kingdom it is, where Pepper is first met with.

*Rajapour* is a City built in the Lands of *Sevagy*, that famous Rebel, who for a long Time busied all the Forces of the *Great Mogul*, and the King of *Visapour* his Master. It is about twenty Leagues from *Goa*, and produces Saltpetre, Linens, but above all Pepper, which is gathered here in Abundance.

*Balagate*



*Balagate*, a Kingdom of *Asia*, on the *Indian* Peninsula on this Side the *Ganges*, makes a Part of that of *Decan*, and produces a Quantity of Silk and Cotton; here also is found excellent Lack, as good as that of *Pegu*, *Arequé*, Rice, Betel, in which the *Europeans* drive a considerable Trade. The Diamonds extracted from that which the *Portuguese* call the old Mine are very much esteemed, especially those to which they have given the Name of *Nayffex*, or dwarf Points, because they are naturally brilliant: Here are also Amethysts, Chrysolites, and those Stones which the Lapidaries call Hematites.

*Cuncan*, which some make a Kingdom of itself, and others place among the Provinces of *Decan*, is noted for the City of *Goa* seated in it, besides which it has also four others, viz. *Vijapur*, *Sahapour*, *Paranda*, and *Wingurla*, where some Traffick is established, in all Things similar to that of *Decan*.

*Goa* is the Capital of what the *Portuguese* possess in *India*, taken from the King of *Decan* in 1520, by *Alphonso Albuquerque*, and continued ever since in their Possession, as they have always successfully defended it against the most formidable Powers of this Part of *India*, and still guard it with an extreme great Jealousy against the Enterprizes of the *Dutch*, who having taken from them almost all their other Places, found this at least as convenient for the Trade of *Surat*, as all those they possess on the Coasts of *India* and *Malabar*. This famous City is seated in fifteen Degrees six Minutes Latitude, in an Isle which the Rivers *Mandouka* and *Guani* form at their Entrance, and is the Residence of a Viceroy, who had formerly five large Governments under his Jurisdiction, viz. those of *Mozambique*, *Mascate*, *Ormus*, *Ceylon*, and *Malacca*; at present his Authority hardly extends beyond *Goa*, and the Commerce which the *Portuguese* carry on to *India*, is nearly reduced to that of this City; and even this is so trifling, that one Merchant tolerable rich, and in Credit, might with one Ship only maintain it to *Lisbon* and *India*.

So that *Goa* no longer supports its ancient Reputation, the *Banians*, who formerly carried on all the Trade, being moved to *Surat*, and by their Retreat having complicated the Ruin of that little Commerce which had escaped the Enterprizes of the *Dutch*, the Cruizes of the *Malabar* Pirates, and, if one may be permitted to say so, the Slothfulness and Indolence of the *Portuguese* themselves; among whom, for a long Time past, have not been found such valiant Men, as, under the *Gamas* and *Albuquerque*, had made all *Asia* to tremble; nor those able and enterprising Merchants, who had carried their Commerce as far as the Arctic Circle.

Those Traders who still remain at *Goa*, continue to lade some Cargoes for *Perfia*, *Pegu*, *Manillas*, and *Macao*; but besides that the Ships' Ladings commonly belong entirely to the *Indian* Merchants, there is hardly a *Portuguese* rich enough to purchase a Cargo of two thousand Pounds' Value, inasmuch that in all *India* they scarce trade for fifteen thousand Pounds.

Their best Returns are those from *Mozambique*, although very much diminished, either by the Loss of *Mombaze* and *Pate*, on the Coast of *Melinda* to the *Arabians*, or because the Negroes do not bring Gold or Ambergris here in such Quantities as formerly, through Fear of the said *Arabians*, who ravage all the neighbouring Country.

The little Gold which the *Portuguese* draw from *Mozambique*, is disposed of at *Diu* and *Goa*, from whence it seldom goes out again, being here converted into a Coin nominated after *St. Thomas*, and worth about 5s. 6d. Sterling.

It is commonly believed that what has completed the Ruin of the *Portuguese* Trade in *India*, which, with the Places they still possess there, might yet revive, is each Governor's interesting himself a Share in the Commerce of the Place he commands at; and that Merchants, no longer enjoying the Liberty they once did, dare not undertake any thing considerable in it.

There is, however, a Tribunal established at *Goa*, to judge and determine the Affairs of a Company, which for a large Sum obtained some Years ago an exclusive Grant of the Trade from *Mozambique*, *Mombaze*, *Macao*, and other Places in *India*, appertaining to the Crown of *Portugal*, though I am ignorant how it prospers, and it is to be doubted whether the said Association has not done more Harm than Good to this Capital of the *Portuguese* in the *Indies*; it is, however, from hence only that this Nation are permitted to lade for *Bengal* and *Cbina*.

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*Baticala*, the Metropolis of a little *Asian* Kingdom in the Peninsula on this Side the *Ganges*, to which it has given its Name, carries on a very considerable Trade, almost all transacted by *Jews*; it consists principally in Rice, which produces here two Crops yearly, distinguished by no less than four different Sorts, of which the first and best is called *Gracateli*; the second *Jambucal*; the third *Canacar*; and the fourth *Pacharel*; each of a different Value, according to its Quality. The other Commodities of this Place are, Powdered Sugar, Mirabolans, and Sweetmeats of all Sorts. The Rice and Sugar are exported by the Ships from *Ormuz*; and the Mirabolans are sent to *Persia* and *Arabia*: A large Quantity of Copper also finds Vent here for the making Money, and Kitchen Furniture.

#### Of MALABAR.

I Have before observed that all this Part of *India*, which from a common Name is called *Malabar*, is divided into several small States, with the Title of Kingdoms, which they almost all bear, though they have particular Names to distinguish them; of which I shall give some Account, or at least of their chief trading Cities, where the *Europeans* have Settlements from *Goa* to *Cape Comorin*.

The Air is good on all the Coast of *Malabar*, and there is hardly a Country in *Asia* more fertile; the black and white Rice, which makes a Part of its Trade and probably the most considerable one, is gathered here, as above mentioned, twice a Year; and, besides a Quantity of excellent Fruits, which serve for the Shipping's Refreshment, here may be laden a Quantity of Cardamoms, Cinnamon, Betel, white Arque, and red for Dying; but above all Pepper, of which vast Parcels are annually exported.

There are several other Parts in *India* where this last Commodity is produced, but it no where grows in greater Abundance, or of a better Quality than on this Coast, from *Vijapour* to *Cape Comorin*; the largest Berry comes from *Vijapour* and *Canara*; all other Places producing the Grain of a lesser Size, though these are most esteemed by the *Indians*, who come here to supply themselves with it.

The Cardamoms are gathered in the Kingdom of *Cananor*, on a Mountain six or seven Leagues from the Sea, which it is believed is the only Spot in the World where they are found; a few of them are transported to *Europe* for medicinal Uses, and the Rest to *India*, *Persia*, and *Arabia*; where the Rice is never thought good, till seasoned with this agreeable Spice.

The Cinnamon is not near so good as that of *Ceylon*, and but little of it left, since the *Dutch* rooted up what grew at *Cochin*; and the Betel is only proper for the East.

*Mirzeou*, is the first Place of the Kingdom of *Canara*, near the Frontiers of that of *Vijapour*, about eighteen Leagues to the South of *Goa*; the *Portuguese* had here one of their most ancient Fortifications, but the *Canarins* took it from them in 1662, after a Defence which neither did Honour to the Besiegers or Besieged.

*Mangalor*, which is eighteen Leagues from *Bilipatan*, and *Bacanor* nine Leagues from hence, are the two principal Places of *Canara*, as well for Trade as the Goodness of their Ports. Pepper, and black and white Rice, are the chief Merchandizes exported from these two Cities, the Trade of this Commodity being so great at *Mangalor*, as to lade fifty or sixty Vessels with it yearly.

*Onor* is a small Kingdom of *Bishnagar*, where the *Portuguese* have a Factory, and purchase almost all the Pepper gathered here, which has the Reputation of producing the best and heaviest in all *India*. Here may be shipped off about eight thousand Quintals yearly, bought of the King of *Baticala*, who is also Sovereign here, and must be paid for six Months before the Crop, otherwise the Factors will return without it. A Quantity of Rice is also extracted from hence for several Parts of *India*.

*Cananor* is one of the largest Kingdoms of *Malabar*, and though it yields to *Calicut* in Extent, it generally exceeds it in Trade and Number of Inhabitants. Its principal maritime Places are *Bilipatan*, *Tramapatan*, and *Cananor* the Capital, to which it has given Name. The *Portuguese* for a long Time preserved here

the first Fort they built in *India*, but lost it with *Cochin* in 1662; from which Time the *Dutch* who took it, remained in a manner Masters of the Trade of this Part of *Malabar*, which has not less than twenty-five Leagues of Coast.

The Goods extracted from hence are, Sugar, Pepper, Ginger, Cardamoms, *Areque*, Elephants' Teeth, Cassia, Honey, and *Ambergris*, found at Cape *Comorin*. Here is some Trade carried on in Jewels, as *Granate*, *Sapphires*, *Hyacinths*, *Rubies*, *Topasses*, and particularly a Stone nominated among the *Europeans* from the Place of its Produce, *Cananor Stone*, of some Use in Medicine with the *French*. It is asserted, that upwards of two hundred Vessels come here yearly; and though a considerable Trade is carried on in the above-mentioned Commodities, it is certain that Rice, in which this Kingdom so much abounds, is the chief Lading of them.

*Caola* is a Village one League to the Southward of *Cananor*, where very fine Linens are made; but a little farther *Tramapatam*, renowned also for its Bazar, Merchants, and Linen.

*Bilapatam* is a City of *Cananor*, where the greatest Pepper Trade is carried on; it is large, and inhabited by rich *Mahometan* Merchants, being seated on a small River, three Miles from the Sea. The *English* have a Settlement here, and lade a chief Part of the Pepper they send to *Europe*.

*Tilicbery*, called by the *French* *Tilceri*, is four Leagues from the last-mentioned Place, three from *Cananor*, though Mr. *Eachard* puts it down thirty Miles, and only one from *Tramapatam*. The *English* have a Fort here, and Prince *Onitri* gave the *French* Permission in 1670 to translate their Factory from *Bilapatam* here. Its Trade is the same as that of the above-mentioned neighbouring Places, with the Addition, that here is found some Sanders, and from this Kingdom is shipped a great deal of Pepper for *Persia*, *Bassora*, *Mocha*, and *Mascati*, at which Places the smallest Grain is in the greatest Esteem.

*Calicut*, called formerly the Empire of *Samorin*, is the largest of all the Kingdoms on this Coast, and the Title of Emperor, which all other Princes give to its Sovereign, seems to acknowledge a Superiority; yet, in Reality, all the petty Kings of this Part of *India*, are wholly independent one of another.

This Kingdom extends from *Pudepattan* River to that of *Cranganor*, being about thirty Leagues of Coast, and was once a Place of the greatest Trade in *India*, as well on Account of the Resort here of foreign Merchants, as for the Commerce and Navigation that its Ships maintained with the most celebrated Cities of *Asia*: But first *Goa*, and afterwards *Surat* carried away the Business from it, besides, the Coast being bad, and Inundations very frequent, have not a little contributed to drive its quondam great Trade from hence, though here still remains a tolerable one.

The *English*, *French*, and *Dutch* have Settlements here, and though it be the Capital of the *Samorin* Empire, yet the Court removed farther within Land, and thereby occasioned a considerable Diminution to the before decayed Trade of this Place; its Bazar is nevertheless one of the handfomest of *Malabar*, it containing four or five Streets always full of rich Goods, of which the chief are Pepper; fine Linens; natural Saltpetre, that wants but little Purification, and which is found in Plenty all over the Kingdom, particularly on the Side of *Sirinpatan*; Sanders; excellent Rice, which here, as well as on all the Rest of this Coast, is not one of the least Objects of Trade.

The Sand of the Sea Shore on the Coast of *Calicut*, especially at the River's-Mouth, is found mixed with Grains of pure Gold, by which many poor People find a comfortable Subsistence, though the Grains are commonly very small.

*Tanor* is the chief trading Place of a very little Kingdom, from which it is denominated, and whose King, though his Dominions are hardly ten Leagues square, is as much a Sovereign as the Emperour of *Samorin* himself.

This City, if it may be called so, is five Leagues to the Southward of *Calicut*; it has only an open Road without any River, and the Inhabitants of its Bazar are rich *Mahometans*; this Nation is at Enmity with the *Dutch*, but strongly allied to the *Portuguese*, and the *French* were well received by them in 1672.

*Cranganor*, between *Tanor* and *Cochin*, is but a very small Kingdom, where nevertheless the *Portuguese* had a considerable Fort, which was called *Cranganor* of

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of the Portuguese, to distinguish it from the *Cranganor* of the Malabars: The Dutch took it in 1662.

*Cochin*, another Kingdom which commences where the last-mentioned ends, had two Capitals distinguished like those of *Cranganor*, and *Cochin* of the Portuguese, and was also taken by the Dutch in January 1667.

*Porco*, *Percatti*, or *Percats*, come next; and afterwards *Caleculang*, and *Coulang*, which are the last Kingdoms of Malabar. The English and Dutch have their Factories in the chief and best Places of these petty Kingdoms; and the latter have Forts at *Coulang* and *Cochin*, to secure the Pepper Trade which is very considerable here, and which their Vessels yearly lade in passing, continuing their Route to *Surat*, *Perfia*, and the Red Sea, where they dispose of the major Part, in Exchange for many rich Merchandizes, that all these Places produce, and which they bring afterwards to *Batavia*.

The Traffick of these six small Kingdoms is but little different from that of the Rest of Malabar, though there are notwithstanding some natural Productions, that are peculiar to each of them, and not to be found in the others; which in some Measure varies the Trade. In general the Exports from hence are Pepper, Cardamoms, Laque, Ginger, Tamarinds, Opium, Ambergris, Rice black and white, Kisseri, and Cayang, a Species of Pease, Sanders, Saltpetre, and Linens of divers Sorts, though neither so fine or well painted as those about *Surat*, of which I have already spoke; nor those of *Coromandel* or *Bengal*, of which I shall treat hereafter.

*Coulang* is a Kingdom in the Peninsula of India, on the Coast of Malabar, whose principal Trade consists, like those before described, in Pepper, which the European Ships and Indian Junks come here to lade; and there is on the Coast a Fishery for Pearls, pretty considerable, which belongs to the King.

#### Of the Coast of The PESCHERIE.

THIS Coast, properly that of *Madura*, called also the Pearl Coast, extends from Cape *Camori*, or *Camorin*, to *Negapatam*, or *Nagapatnam*, being the first Part of *Coromandel*. It has before it the Isles of *Manar* and *Ceylon*, and it is in the Straits, which separate them from the Continent, that the Pearl Fishery is carried on.

The inland Parts of this Country are arid and almost barren, where none of those Vegetables or admirable Fruits are gathered that render Life so commodious in all India; except a little Rice, hardly sufficient for the Inhabitants; so that it is only the Pearl Fishery that keeps the Natives here.

*Tutucorin* is deemed the Capital of this Coast, though less for its Grandeur and Beauty, than for the Fishery of Pearls carried on here, and because its Inhabitants are the most expert in it; those also of *Calipatnam* are in Esteem, and these two Towns furnish the greatest Number of Boats. The Portuguese settled here on their first Arrival in India, and the Dutch took it from them in 1658, and have kept it ever since, sharing this marine Treasure with the Sovereign of the Country; all the Oysters taken being publickly sold as soon as the Fishery is over.

#### Of the Coast of COROMANDEL.

THIS Coast begins at the Point of *Negapatam*, where that of the *Pescherie* ends, and reaches to the River *Nagund*, and the City of *Masulipatam*; though some give it a greater Extent, and continue it to *Bengal*.

The Trade carried on by the Europeans here, is very considerable, where they have all great Settlements, Forts, and Factories; having been invited thereto by the Goodness of this Port and Roads on this Coast, which are the best in India, and are a great Refuge to their Ships, when during the bad Mousson, they are obliged to quit the Coast of *Gufurate* and *Malabar*, as they cannot remain there in Safety.

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The chief Establishments which the Europeans have on this Coast, are *Madras* or *Madraspatnam*, *Pettapollie*, *Cominiver*, *Matchipatam*, *Vijagapatam*, and *Madapollam*. *N. B.* *Patnam* means a City in all the Peninsula on this Side the Ganges, belonging to the *English*; *Pondicberry*, appertaining to the *French*; *Negapatnam*, *Nijpaton*, otherwise *Portapouli*, *Teguenapatnam*, *Sadraspatnam*, *Majulpatnam*, *Dutkeron*, *Bimilipatnam*, *Nagueruantze*, *Conjemere*, and *Paliacete*, possessed by the *Dutch*, and *Tranquebar* by the *Danes*. I might here introduce *St. Thomas*, as a *Portuguese* Factory on this Coast, being the Place where they transact their Trade from *Coromandel*, but this Nation has no Fortification here, as others have at the Places afore-mentioned.

*Madras* is seated in the Latitude of thirteen Degrees, ten Minutes, Mr. *Charles Lockyer* says thirty Degrees North, and an hundred and two Degrees thirty Minutes of East Longitude, and after the *Dutch* had shut the *English* out from *Bantam*, became the Residence of one of the Company's two Presidents in these Parts, and is now regarded as the Centre of its Trade, either with *Europe* or *India*.

From four to six Ships is the common Number that arrive here yearly, directly from *Europe*, and much the same in Return, laden with the Goods of the Country, and those collected from their other Factories on this Coast, or what their Trade in *India* has brought here, which are Silk Stuffs, Silk and Cotton Handkerchiefs, Cotton in Thread and Wool, Indigo; all Sorts of Mullins and Calicoes; *Majulpatnam* Chints, reckoned the most beautiful made in the *Indies*, and the most esteemed in *Europe*; Diamonds and other precious Stones from the Mines of *Golconda*, &c.

A Trade is carried on from hence by the Factory, to all Parts eastward of the Cape of *Good Hope*, as to *China*, *Manilla*, *Batavia*, the Coast of *Java*, *Jabore*, *Malacca*, *Syeda*, *Pegu*, *Arracan*, *Bengal*, *Siam*, and all the *Coromandel* Coast, with *Acben*, *Priaman*, *Indrapore*, *Bencoolen*, *Bengal*, &c. though the *China* Voyage is the most desirable one, on Account of the Returns in Gold and fine Goods; but the Company having for some Years past sent Ships directly from *England* there, the Advantages of a Trade between that Country and *Madras* are greatly diminished; and that to the *Manillas* is of two Sorts, the one carried on by the *English* Merchants settled on the *Coromandel* Coast, and the others by the Traders of the same Nation from *Europe*, but both must go under foreign Colours, those from hence under *Irish*, and those from thence under some *Pagan*, the *Spaniards* admitting all Nations whether from *Europe* or *India*, at the *Manillas*, in their own Ships, and under their own Colours, except the *English* and *Dutch*, who are denied this Privilege; the latter for their Attempts to take them, more particularly for their Enterprize against them 1649; though the Prohibition to the *English* is unmerited, at least for any thing I ever heard.

Few or none of our Nation value themselves on the *Irish* Ensign to go there directly, this Trade being regarded as illegal here, though permitted there, so that they are generally supplied with our Goods, by the other Method open to them; the Goods sent from *Madras* there, are long Cloths, or white Cotton Cloths, of seventy-two Cobdes in Length, and two and a Quarter broad; others of the same Length and Breadth much finer; the same Species, common Blues; white common *Salempoures*; and the same blue; various Sorts of *Percalles*, white and blue; common *Cambayes* of *Madras*, and *Bengal*; *Mongonpous*, *Bengal* Taffeties, of red and mixed Colours, *Soufies*, common and fine *Belelaes*, *Melchapatan* Sattins, *Lampallies*, and *Chites*, or painted Linens; *Guerassies*, and raw Silk of *Bengal*. Besides which *Indian* Commodities, the *English* send a great many of the *European* ones; such as Camlets, Cloths, Serges, Hats, worsted Stockings, Crystals, *Flanders* Lace, *Perpetuanas*, &c. and when a Cargo is intended for the *Manillas* from *Europe*, some good *Graves* Claret, and *Nantes* Brandy in Bottles should be added, as this finds an advantageous Dispatch among our Countrymen at *Madras*, or if carried on, among the *Spaniards* at the *Philippines*. The Commodities brought back to our said Settlements on Return of the Voyages, are Dollars, Brimstone, Leaf Tobacco, &c. and sometimes they touch at *China* in their Way Home, and there truck the Merchandize they got from the *Spaniards* against Gold, as this leaves a great Profit.

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But lately the Gentlemen at *Madras* have sent their largest Ships to *Mocha*, *Perfia*, and *Surat*, with *Bengal* and *China* Goods, calling at several Ports on the *Malabar* Coast in their Way, especially at *Calicut* for *Pepper*, *Cocoa Nuts*, *Coyr*, *Cardamoms*, *Nux Vomica*, *Turmerick*, *Coculus Indi*, &c. and *Rice* is often a profitable Commodity in *Mocha* and *Perfia*, as I have before mentioned.

A Man with a fair Character may easily find Money here on his own personal Security at *Bottomree*, or *Respondentia*, to what Port soever he be bound, at the following Rates, viz.

To *China*, 20 or 25 per Cent. *China* and *Perfia* 40 to 45. *Bengal* 16 to 18. *Acchen* 16 to 18. *Batavia* 20. *Pegu* 20 to 25. *Batavia* and *Surat* 35 to 40. *Manilla* 30 to 35. *Surat* 25 to 35. *Surat* and *Perfia* 35 to 40. And *Mocha* 30 per Cent.

*Pondicherry* is seated in the Territories of the Prince of *Gingy*, at twelve Degrees of Latitude, and an hundred and fourteen Longitude, where the *French* have a very strong Fortification, and well garrisoned, as we lately experienced to our Cost; their Warehouses here are large, and the Goods with which they are commonly filled, destined either for *Europe*, or the Commerce of *India*, *Perfia*, and the *Red Sea*, are collected less from *Coromandel* than from *Bengal*, *Surat*, and the Coast of *Malabar*, where the *French* Company's Ships go to lade them; there is notwithstanding a Quantity of Cotton Cloth made here, and in its Neighbourhood, both white and stained, with Mullins, Silk, &c. all which Commodities they lade for *Europe*, and make their Cargoes to consist of the same Goods as the *English*.

The *Coromandel* Trade is one of the most important to the *Dutch*, of any they carry on in *India*, as may be judged from the great Number of Settlements which they have on this Coast, and even in the Capital of *Golconda*, of which I have above mentioned the Chief; although a few Years preceding the End of the seventeenth Century it was become a Sort of an Expence instead of Benefit to them, by the great and continual Impositions of the *Moorish* Rajas, which seemed not to be disapproved of by the King. This bad Usage obliged them to arm for obtaining the Satisfaction which they thought due: They took *Masulipatnam*, and by that obliged the King of *Golconda* not only to confirm their ancient Agreements, but to add those that were more advantageous; and also to ascertain in a better Manner the Customs on Imports and Exports, which the Rajas, who formed them of their own Government, only levied according to their Pleasure, or exacted in Presents, near as much as the Company could benefit themselves, on the Goods they shipped or delivered there.

Three of the most advantageous Prerogatives that the *Dutch* now enjoy in the States of the King of *Golconda* are, first, that no Merchant with whom the Chief of the Factory is in Treaty about Business, shall be molested either in Person or Effects, even for the King's Affairs, till previously the Company be satisfied in all their Pretensions on the said Merchant. Secondly, that the Weavers, Painters, and other Workmen employed by the Company, shall not be interrupted in their Labours, although for the King's Service, till they have complied with their Contracts; and thirdly, that they shall have Liberty to employ what Brokers they please, without being obliged to take those belonging to the King or Rajahs.

And they have likewise another Privilege which they enjoy in common with the other *Europeans*, and that is not to pay the Duty of *Chappadellallah*, that is making the Linens, which to the Natives amount to twelve per Cent.

The Goods which the *Dutch* carry to *Coromandel*, are principally Spices, Silver, and *Japan* Copper, Mine Gold, *Malacca* Pewter, Quicksilver, Lead, Vermillion, Camphire, Elephants' Teeth, Sanders, Siampan, *European* Cloths and Stuffs; for which they barter Linens, and all the other Commodities before spoken of.

*Golconda*, which I have so often mentioned in speaking of the Trade transacted on this Coast, is the most considerable of all the Kingdoms in this Part of *India*, either for Extent, or the Business that Strangers negotiate here, or that its Merchants carry into all Parts of *Asia*.

Besides the ancient Domains of the *Golcondan* Kings, it is increased by a Part of *Bijnagar*, and *Orixa*, this confining on *Bengal*, and the other Neighbour to the *Mogul*, separated by Mountains from *Malabar*.

This Kingdom is principally celebrated for two Things, *viz.* the Port of *Majulipatnam*, and the Diamond Mines, which have been discovered for above two hundred Years, and produce great Quantities of those precious Stones. The major Part of the Country of *Golconda* is so fertile, that it commonly produces two, and sometimes three Crops of Rice in a Year, so that this Commodity makes one of the principal Articles of its Trade. The Cotton Cloths, and among others, the painted ones of *Majulipatnam*; the Salempouris, Percalles, and the Bettiles of *Golconda* and *Ragamandrac*; the Dongria of *Tatepaque*, called *Dougrais* of *Peta*, and the fine Bettiles of *Nasapori*, and of *Condepouli*, are not the smallest Objects of Trade; and it is an inconceivable Quantity that is yearly transported to all *Asia*, and of which too many are brought to *Europe*. The Commerce of these Linens passes entirely through the Hands of Pagans, Natives of the Country; though confined only to those among them called the *Banians*, who compose the third Class or Tribe of those Idolaters, and who are all Merchants, Brokers, Factors, or Exchangers. The Indigo of *Golconda* hardly yields in Quality to that of *Labar*, though it is not so good as that of *Agra*; it is chiefly cultivated at *Condepouli*, *Majulipatnam*, *Sadratpatnam*, *Gelapoudi*, and *Escoines*, from whence the *Dutch* usually fetch it to sell at *Cbaul* and *Dabul* to the North.

Crystal, Granates, Topasses, Agates, Amethysts, Bezoar, Betel, Rice, Steel, Iron, and a Plenty of Refreshment for Ships coming there to trade, do also constitute a Part of their Commerce, which is so advantageous here, and at the other Ports dependent on it, to the *Dutch*, as to induce them many Years to employ upward of three hundred thousand Pounds in Goods, of which they send a Part to *Europe*, and distribute the Rest in *India*.

*Majulipatnam* is the principal Port of the Kingdom of *Golconda*, on the Coast of *Coromandel*, and called so from *Majuli*, a Fish, and *Patnam*, a City, being a Name suited by the Natives to its Situation, which is upon a River greatly abounding in this agreeable Food, as its Road also does, being besides the safest in all *India*. These Advantages draw here the Merchants of all Nations, and is equally commodious to them, and those of the Country, for sending their Ships into almost all Parts of *Asia*; the greatest Number of those bound for *Pegu*, *Siam*, *Aracan*, *Bengal*, *Cochinchina*, the *Red Sea*, *Madagascar*, and the *Manillas*, sailing from thence; and though the Exports here are the same as those from the Rest of this Kingdom, it is principally for the Beauty of its painted Linens, that it is so well known in *Europe*, of which here are two Sorts, as at *Surat* and other Places in *India*, *viz.* the one painted with Pencils, and the other only stamped; and notwithstanding the same Colours are used in both Species, those painted greatly excel in Beauty: These Colours, especially the red, are fixed in with a Plant called Chay, only found in the Kingdom of *Golconda* along the *Coromandel* Coast; and the Advantage which it gives to the Linens wherein it is used, is, that they become more beautiful with washing; the Vivacity of the Colours augmenting by the Water, and lasting, as one may say, longer than the Stuff itself. At *Majulipatnam* are also found, Salt, Serges, some other light Stuffs, and Rice in greater Abundance than in any other Place on the Coast.

#### Of the Kingdom of *BENGAL*.

THOSE who terminate the Coast of *Coromandel* at *Majulipatnam*, call that the Coast of *Orixa* which continues to *Bengal*, and even some comprehend in this the City of *Pipeli*, though it really is in the Kingdom of *Bengal*.

Although the Kingdom of *Orixa*, which gives Name to this Coast, has many Ports, they are all so bad, that the *Europeans* carry on little or no Trade at them, so I shall pass on to that of *Bengal*, one of the richest in the *Indies*.

*Bengal* is a Kingdom situated to the East of *Indostan*, towards the Sea; some formerly believed, and among them *Moreri*, that there had been a City called *Bengal*, which had given its Name to the Kingdom, of which it was the Capital. It is

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certain that there neither is, nor ever was, a City so called in these Parts; and what is more, there is no City at all, seated at either of the *Ganges'* Mouths, as the said Authors have asserted. If there is a Metropolis, it must be that where the Viceroy resides, which was formerly at *Dacca* or *Decca*, but for a long Time past the Court has been kept at *Casembazar*; the first of these two Cities is large, and situated on the *Oriental* Branch of the *Ganges*, near sixty Leagues from its Mouth, and the other is upon the western Arm of the same River, at sixty Leagues above *Ougli*.

All the Maps of this Country are faulty, as well in the Form as Latitude of this Kingdom's Coast, they making the *Ganges'* Discharge into the Gulf of *Bengal*, to be at twenty-three Degrees of Latitude, when it is really at twenty-one Degrees fifteen Minutes; and are also very defective in the Situation of Places, which I thought proper to mention as not foreign to my Subject.

The Commerce carried on here, as well by Strangers as the Inhabitants, is very considerable; and in which here are concerned *Perfians*, *Abyssinians*, *Arabians*, *Guzaratins*, *Malabars*, *Turks*, *Moors*, *Jews*, *Georgians*, *Armenians*, and in fine, Merchants from all Parts of *Asia*. All the Christian Nations established in *India* send their Ships here, as it is the Merchandize of *Bengal* that makes a considerable Part of their Reladings for *Europ*; besides those they extract for their *Indian* Trade.

The most trading Cities, and where the *English*, *French*, and *Dutch*, have their most flourishing Settlements, are *Casembazar*, *Ougli* *Ougeli* or *Hugeli*, *Pipeli*, and *Bellezoor*; to which may be added *Patna*; for although some place it without the Jurisdiction of *Bengal*, by making it the Capital of a petty Kingdom subject to the *Mogul*, yet as its Trade is all carried on through *Ougli*, I shall not separate it from the afore-mentioned Cities.

The *English* have their Establishments at *Ougli*, *Pipeli*, and *Bellezoor*, the *French* at the two first, and the *Dutch* in all the said five Places.

*Ougli* is the City where all the Nations concur, who carry on the *Bengal* Trade, and where the richest Merchants of the Country reside, whether *Moors* or *Pagans*. Its Warehouses and Shops are always full of rich *Indian* Goods, but each Sect of the Natives have their particular Quarters in the Bezars, without ever mixing, as much for the greater Freedom in Trade, as out of a Principle of Religion, which hinders these superstitious People from having a too great Familiarity together.

The Lodge which the *Dutch* occupy at this Place, is very large and magnificent, having at once the Air of a Fortification and Palace. The Director lives here like a Prince; and next to *Batavia*, this is the Place where the Power and Splendor of the Company appears in their greatest Lustre.

*Casembazar* is the Part of *Asia*, from whence the *Dutch* draw the greatest Quantity of Silks, which they bring down the *Ganges* to *Ougli*, and from thence send Part to *Japan*, and Part to *Europe*; it is for this Business that they maintain a considerable Factory here, though they besides are furnished by it also with a Quantity of Taffeties plain and striped, and the finest Linens that *Bengal* produces.

The Crop of Silks at *Casembazar* may amount in a common Year to twenty-two thousand Bales of a hundred Pounds each, of which the *Dutch* Company have Leave to buy only six or seven thousand, the Rest are divided between the *Tartars* and the *Mogul's* Subjects, or remain in the Country for the Manufacturers.

At *Chiopera*, in the District of *Patna*, are the best Refiners of Saltpetre, and it is there that the greatest Purchases of this Commodity are made; and from whence the largest Quantity of it comes that is exported from *Bengal*; and it is for this Trade only that the *Dutch* have a Factory here.

It must be observed, that in Regard to the Merchandizes that are extracted from *Patna* and *Casembazar*, they must be ready to be carried down to *Ougli* at the End of the rainy Season, as the Canals by which they are conducted grow dry in two Months, after the fair weather Monsoon commences, and then the Land Carriage greatly augments the Expence.

The Merchandize proper for *Bengal*, are *Japan* Silver, Copper, *Malacca* Pepper, Vermillion, Alkermes, Quicksilver, Lead, Tables, Cabinets, and other Moveables.

ables jappanned, Porcelaine of *China* or *Japan*, Looking Glasses, Cloths, and all Sorts of *European* Merchandize, Pepper, Spice, Areque, Elephants of *Ceylon*, and their Teeth, Birds of Paradise, and *Ternate* Parroquets. The Goods of this Country's Growth, or that are brought there from the neighbouring Kingdoms, with which the *Europeans* usually lade their Ships from the homeward bound Voyage, consist of raw Silks, called *Tany* and *Mouta*, Cotton Wool and Thread, red Wood, various Boles, Coffee, Cowries, or Cauris, which serve for small Money here; white and yellow Wax, Canes and Rattans, Gutta Gamba, *Bengal*, *Iabor*, *Coramandel*, and *Arga* Indigo, three Sorts of Lacque, Myrrh, various Perfumes, Salt, Rice, Saltpetre refined and unrefined, Terra Merita, Sugar, and Sugar Candy.

With these two last the *Dutch* lade several Ships entirely every Year; Part for their own Accounts, and Part on Freight for the *Moorish* Merchants, destined principally for *Persia*.

There is likewise exported from *Bengal*, Borax, Opium, Grain, Gums, and Medicinal Roots, embroidered Counterpanes, Carpets, and Stuffs, sent to *China*, *Japan*, *Cambaya*, *Tenquin*, and several other Parts of *India*, and of which large Parcels come to *Europe*, Fruits, Butter, packed in Copper Pots, or Sacks made of Buffalo Skins, Honey, various Sorts of Sweetmeats, Diamonds, of which here is an ancient Mine in the Kingdom, and many other Species of precious Stones, Slaves, either of the Country, where the poor People sell their Children to subsist, or those of *Aracan*, a neighbouring Kingdom, whose Inhabitants exercise Piracy more than Trade, and whose principal Merchandize consists in their unhappy Neighbours of both Sexes, reduced by them to Slavery.

Although all these Commodities make a rich Object of Trade to the Nations concerned therein, it must notwithstanding be allowed that the Dimities, Tickings, Linens, and other Cotton Goods made here, are Commodities that the *European* Companies' Ships bring back in the greatest Quantities, and with which the *Indian* Merchants also make a great Part of their Vessels' Ladings. It is in this Kingdom only that the Herb grows of which many Sorts of Goods are made; and the Natives of the Country who carry on the inland Trade, and through whose Hands almost all the *European* Affairs pass, are the *Banians*, who are all either Merchants, Brokers, Bankers, or Book-keepers, and among them many are concerned in the Marine Trade, either in their own Ships, or by those they freight.

#### *Of the Trade of ASEM, or AZEM.*

THIS Kingdom, in the Great *Indies*, is one of the best Countries in *Asia*, rich in the Mines of almost all Sorts of Metals, such as Gold, Silver, Steel, Lead, Iron, &c. It also produces a large Quantity of coarse Silk, and the best Lacque in all the World. All the Mines belong to the King, and the Gold is prohibited Exportation, though the Silver Coin makes an Article in Trade, and may be carried off by Strangers. Another Branch of Commerce, and that no small one, consists in Bracelets and Collars, for the Arms and Legs, of which they use great Quantities themselves, and send as many to the Kingdom of *Boutan*.

#### *Of the Trade of BENARES, or BANAROUS.*

THIS is one of the greatest Cities in the *East-Indies*, and seated to the Northward of the *Ganges* which washes its Walls; its Trade is very considerable, particularly in Silk Stuffs and Cotton Linen, both white and painted. The Caravanferas here are many, and very commodious, in the principal of which are sold the most valuable Goods, under two vast Galleries raised in the Middle of the Court; and as it is commonly the Artificers themselves who come here to sell their Goods, Strangers may have them at first Hand, and consequently cheaper than in most of the other Cities of *India*, where the *Banians*, *Jews*, or *Armenians*, buy them to resell.

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## OF ARACAN and PEGU.

THESE two Kingdoms, which follow that of *Bengal*, and whereof the latter's Coast joins those of *Malacca*, are better known in *India* by the piratical Courses of the one, and the lasting Wars of the other with the King of *Siam*, for the famous white Elephant, than for the Largeness of their Commerce with the *Europeans*; the *English* and *Dutch* however preserve some Correspondence with *Aracan*, on Account of the Refreshments which their Ships are sometimes obliged to take there, yet without having any Settlements, although the King has often invited those two Nations to an Establishment in his Country.

In Respect to the Kingdom of *Pegu*, the *Dutch* send some Ships here yearly from their Settlements on the Coasts of *Coromandel* and *Bengal*, laden with Linens of this Kingdom, from *Majulipatnam* and *Meliapour*, better known under the Name of *St. Thomas*. The proper Linens for this Commerce are *Lagias*, or *Alegias*, *Topities*, and *Corpi Pintadi*; the *Peguans* preferring the Linens of *Meliapour* to all others, and it is with these that they clothe themselves, without the Tailor's Assistance, each Piece making a complete Habit, in turning it many Times, and in many Manners about their Body; the Women cut them in four, and cover themselves to their Knees. There is also brought them *Opium*, *Pepper*, *Cinnamon*, *Nutmegs*, *Sanders*, and *Wood of Paradise*.

The Exports from hence are *Ginger*, *Gold*, *Silver*, precious Stones, and *Pearls*, which two last are contraband, and here must be a Permission from the King, for either buying or selling. This Kingdom also produces a Quantity of *Rice*, and it is from hence that the *Dutch* carry it to *Malacca*, besides which the Exports are *Elephants' Teeth*, *Pewter*, *Honey*, *Wax*, *Cardamom*, *Long Pepper*, *Cachou*, &c.

## OF MALACCA.

THIS City is seated at two Degrees and a half Latitude on this Side the Line in the Straits, to which it gives Name, and separates the *Terra-Firma* from the Isle of *Sumatra*. *Alphonso Albuquerque* took it from the King of *Ibor*, or rather *Gobor*, in 1511, and it was unsuccessfully attacked an hundred Years after by the *Dutch* though they were more fortunate in 1641, when they drove the *Portuguese* out, after a Siege of six Months, and have remained Masters of it ever since. Its Port is one of the best and safest in *India*, and may be entered at all Times of the Year, which is an Advantage that neither that of *Surat* or *Goa* enjoys, nor any others of *Guzurate* or *Malabar*, which are all subject to the Monsoons. Whilst it remained in the Hands of the *Portuguese*, it was one of the Staples for the *Indian Trade*, and as a Storehouse to all the East, where the *India Nations*, accustomed to the marine Traffick, used to assemble.

It still supports its Reputation, and its Commerce is yet very considerable, particularly in Linens from *Surat*, *Coromandel*, and *Bengal*, which find Vent here, at *Andra*, *Giery*, and in the Rivers of *Siaca* and *Piera*, and here are also found other Goods, of which a Part go by Land to *Siam* and *Pegu*.

The major Part of the Payments for these Linens, and other Commodities brought here by the *Dutch*, are in *Gold* and *Pewter*, on which large Profits are made in the other Parts of *India* they are sent to. The chief Officer in Trade that the *Dutch* Company maintains here is called *Chabander*, an *Indian* Name, which signifies Super-Intendant, who is independent of the Governor, and has the sole Direction of the Trade and the Customs.

The *Dutch* are here about two or three hundred Families; the other Merchants are *Malayans*, *Moors*, or *Chinese*; these last only concerning themselves in the Retail of *Tea*, *Sugar Candy*, *Sweetmeats*, &c. but the others have their Shops ever full of all Sorts of Goods, that the *Dutch* Ships bring here.

The Trade carried on at *Malacca* was the least Motive to the *Dutch* for its Capture, or that now induces them to maintain and guard it with so much Care; but



but its admirable Situation for that of *China* and *Japan*, besides its commanding all the Straits in which it is seated, so that no Nation can pass to the Eastward without their Permission.

*Liger* and *Tenasserin* are two petty Kingdoms in the Peninsula of *Malacca*, dependent on the King of *Siam*; the *Dutch* have Settlements here, and carry on a good Trade in Pepper and Pewter, of which I shall speak in the following Section where I am to treat

#### Of the Trade of SIAM.

**T**HIS Kingdom, ever since the Separation of *Tonquin* and *Cochinchina*, is one of the most powerful in *India*: Its present Bounds are *Cambaye* to the East, *Labar* to the North, *Ava* and *Pegu* to the West, and the Sea of the Gulf of *Siam*, to which it gives Name, to the South. Its Capital is *Sia-Jutbaia*, of which the *Europeans* have made *Judtia*, *Judia*, *Judea*, and *Odia*, and the *Portuguese* call it *Siam*.

This City is seated on the *Menam*, a great River that falls into the Gulf of *Siam* four Days' Journey from it; and which, like the *Nile*, regularly overflowing and drowning the whole Country at periodical Seasons, renders it very fertile in all Necessaries of Life, particularly in Rice, of which Foreigners yearly export several Ships' Lading; though large Ships cannot get up the River, but are obliged to attend and take in their Cargoes below, whilst small ones may get up to *Ban-cock*, five or six Leagues above its Mouth, but only Barks and Junks can reach the Capital.

There is no Part of *Asia* from whence Merchants are not seen at *Jutbaia*, as they come here from *Japan*, *China*, the *Philippines*, *Tonquin*, *Cochinchina*, *Cebu*, *Camboya*, the Isles of *Sunda*, *Bengal*, the Coast of *Coromandel*, *Surat*, *Perfia*, and *Arabia*; and the *European* Nations that have Settlements here are the *English*, *Dutch*, and *Portuguese*; the *French*, who had one also in 1686, were driven out from *Ban-cock* in 1688, and though they afterwards settled in another Part of the Kingdom, their Trade was so inconsiderable, that it may be justly said they have ever since sent more Missionaries than Merchants there.

It is only the *Europeans*, *Chinese*, and *Moors*, that is, all the *Mahometans*, who are privileged to have Houses in this City; the *Indian* Nations having them without, though their Quarters are all separate, where they carry on their Trade, and exercise their Religion.

The *Dutch* carry on the greatest Trade here, and the House they built in 1634, is one of the handsomest they have in all the *East*; yet this Settlement is only reckoned the twentieth in the thirty-two principal ones they have in all, under the general Government of *Batavia*.

Trade is one of the chief Professions of the *Siamois*, and it may be truly said, that their King is the principal Merchant among them, whether for the Traffick at home or abroad.

His foreign Commerce is mostly to *China*, where he annually sends five or six large Vessels; to *Japan*, where there go two or three; to *Camboya*, *Tonquin*, and *Cochinchina*, the Destination is as many; and in Fine, to all the Coasts of *India*, especially *Surat*, and even to *Perfia*, where there are always some of his Ships, commanded commonly by Christians, as his own Subjects are no great Sailors.

The inland Trade of the Kingdom, carried on by his Factors, does not only consist in the valuable Commodities imported by his Shipping, of which his Warehouses are always full, and sold at the Prices he thinks proper; but also in the different Productions of his Dominions, whether they be the Tribute of his Subjects or what he cultivates in the Lands particularly belonging to him: So that only in *Betel* and *Arequé*, green and dry, the King's Agents get upwards of six or seven hundred thousand *French Livres*: and it is reported, that the Customs of *Ban-cock*, and the farming the circumjacent Gardens, produce him more than four Millions yearly. This Kingdom is rich in Mines of Pewter, Lead, Silver, and even Gold, though these last produce but little, and that of a very base

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Alloy; the Pewter Mines of *Lager* being the most considerable, whose Metal makes one of the best Branches of Trade that the *Dutch* carry on here; the Company having a Treaty with the King, which interdicts the Purchase of this Commodity by any others than themselves.

It is with this Pewter that the *Dutch* ballast their Ships in returning for *Europe*, preserving however enough of it for their *Indian* Trade, where in many Parts they truck it against other Commodities to a very great Advantage.

The other Merchandizes which *Siam* produces are Wood for building Ships of which the *Dutch* lade great Quantities for *Batavia*, Stags' Beeves' Buffaloes' and Tigers' Skins, of which latter, a striped Sort esteemed very valuable, much especially for *Japan*, Gum Lacque, Lead, Sapan Wood, Calembeck, or Aloes Wood, Honey, Wax, Sugar, Betel, Areque, Pepper, Rice, Salt, Varnish, various odoriferous Woods, Tea, that comes from *China* and *Japan*, Calin, supported by some a Metal between Pewter and Lead, though by others only a Mixture of them, Ambergris, Linens of the Country, Elephants' Teeth, Saltpetre, Gum Gutta, Canes and Rattans, Cotton, Ivory, Asphaltus Woods, Musk, Benzoin and Silk; but these three last are brought here from *Labor*, when that Kingdom is not at War with this of *Siam*.

The Goods proper for this Trade, and which are principally in Demand at *Siam*, are Silk Stuffs, Spices, all Sorts of *Chinese* and *Japan* Commodities, such as flowered Velvets, japanned Works, Porcelaine, Goldsmiths' Wares, divers *European* Commodities, Gold and Silver Bars; but the Goods that find the readiest and surest Dispatch are the Linens from *Surat*, *Coromandel*, and *Bengal*; here are besides imported red Coral, yellow Amber, Quicksilver, Sanders, and Cloths; Pepper also was once a good Commodity, but since its Prohibition here the Natives have enought, and to spare for Exportation.

#### Of CAMBOYA.

**THIS** Kingdom, called also *Cambodia*, was formerly a Province of *Siam*, but at present only makes it the Acknowledgement of an annual Tribute, viz. of a Nolegay of golden Flowers. The Capital of this Kingdom, which the *Europeans* call by the same Name, and the Inhabitants *Rauveka*, is situated at sixty Leagues from the Mouth of the River which falls into the Sea, to the East of the Gulf of *Siam*, and which, like the *Nile* and the *Menan*, overflows the Country regularly every Year. The *Portuguese* had for a long Time this Trade to themselves but it is now open to all those who will engage in it; and here are *English*, *Dutch*, *Portuguese*, *Chinese*, *Japanese*, *Siamois*, *Cochinchinese*, *Malayans*, &c. of which some come with the South, and return with the North Monsoon, and others quite the reverse. The *Dutch* send Linens here from *Malacca*, of which the properest for this Market are *Bengal* Cassias, white and red Betilles, Assortments of Serasses, and some Cotton Thread.

The Goods this Place produces for Exportation are Benzoin, Gum Lacque, Wax, Copper Basins, Iron *Chinese* Pans, Rice laden for *Quinam*, and a Quantity of Stags' Beeves' Buffaloes' and other Savage Animals' Skins, which here, as well as at *Siam*, are one of the best Articles in this Trade, and the easiest sold, by Means of the *Chinese* and *Dutch* Traffick to *Japan*, the former being the most considerable Traders here of all the Eastern People.

#### Of COCHIN-CHINA.

**THIS** Kingdom is seated between those of *Camboya* and *Tonquin*, on a Gulf bearing its Name; its Length is about an hundred and ten Leagues, and its Breadth in some Places, only ten, twenty, or twenty-five at most; and, notwithstanding its small Extent, it has the Kingdoms of *Chiampa* and *Thien* for Tributaries, where it carries on a very great Commerce.

Its chief foreign Trade is that of *China* and *Japan*, carried on by the *Chinese* settled here, or those of *Canton*. The *Europeans*, especially the *Dutch*, lade many Merchandizes here; the *French*, as has been said of *Siam*, have hardly any of their

their Nation here but Missionaries. The Commodities extracted of the Growth of the Place are Gold, which comes from the Mines, or Dust collected in the Gravel from some Rivers, of Calembac Wood, which grows in the Kingdom of *Champa*, from whence they can only bring it to *Cochin-china*, and which sells for its Weight in Gold, even on the Spot; Pepper is also extracted from hence, and sent to *Cbina*; Silks gathered in such Quantities, that even the Cordage of their Gallies and Fishermen's Nets are made of it: Taffeties, which are the only Stuffs made here; Sugar, shipped commonly for *Japan*; Wax, Areque, and Betel, Rice, with which many Ships are annually laden; in Fine, those Birds' Nests so much esteemed by all the *Indians*, as a salutary Food, which serve them at once both for Aliment and Regale.

### Of TONQUIN.

**TONQUIN** was for a long Time a Province of *Cbina*, when *Cochinchina* and *Champa* were a Part of it; at present these two Kingdoms are separated, and *Tonquin*, more compact than before, is bounded on two Sides by three Provinces of *Cbina*, which are *Canton* to the East, and *Ivan* and *Yuanfi* to the North; to the West it touches on the Kingdom of *Brama*, and to the South on *Cochinchina*, and the Gulf to which this last has given its Name.

The *Tonquinois* did not till pretty lately renounce the Politics they had learned from the *Cbinese*, not to trade with any foreign Nation; but at last they are become more tractable, having at first permitted Strangers to come and trade with them, and were afterwards emboldened to go and traffick with others, as they now do at *Siam*, *Batavia*, and many other Places of *India*, they send Ships to.

The best Merchandize that the *Europeans* can carry to *Tonquin* are Gold and Silver, especially Dollars, although they are not without them; as here comes a great deal of Gold from *Cbina*, and a Quantity of Silver from *Japan*; besides, some pretend that this Kingdom has Mines of both these Metals, though Mr. *Tavernier* denies it, and with a reasonable Probability. Other Commodities brought here are Spice, Pepper, Quicksilver, Vermilion, Cloths, and yellow Amber. These People are open and faithful in their Dealings, in which they are very different from their quondam Masters the *Cbinese*, who pride themselves in cheating Foreigners, and use a thousand Chicaneries in their Purchases and Sales.

Silks are in such Plenty at *Tonquin*, that both rich and poor equally clothe themselves with several light Stuffs made of them in the Country; and the major Part of those Things, which in other Places are made of Flax or Hemp, are composed here of this Material. The *Dutch* export great Quantities of these Silks for *Japan*, being more commodious than to fetch those of *Persia* and *Bengal*, as they did before their Trade was established at *Tonquin*.

Here is also to be purchased Musk, Tortoise-Shell, Aloes Wood, of which here is some worth near an hundred and thirty Pounds' Sterling per Pound, Sugar in Pound and half Pound Leaves, proper for *Japan*; Porcelaines, brought from abroad, Lacque, Rice, and those Birds' Nests mentioned in the Section on *Cochinchina*, which are found in five small Islands of the Gulf, where both the *Tonquinois* and *Cbinese* go to seek them. It is also in five other neighbouring Isles that they go to catch Turtles, or Tortoises, which come ashore there in such Quantities at certain Seasons, as to render the Sale of their Shells and salted Flesh one of the best Branches of Trade in this Kingdom. They have Oranges and Lemons here, as in all other Parts of *India*; but these latter are so sour, as to become thereby useless for Refreshments to the Ships, and are therefore only consumed here instead of *Aqua Fortis*, to cleanse Copper, Brass, or Iron for Gilding, in the Dying of their Silks, and in the Lyes for their Linens, which makes them of a dazzling Whiteness.

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*Of the Commerce of CHINA.*

THIS vast Part of the Globe, and the Easternmost of *Asia*, is equally famous for its Fertility, which furnishes an Abundance wherewith to maintain an extensive Commerce, and for the Genius of its Inhabitants, who, more than any other People of the World, understanding to employ in all Sorts of Manufactures and Works the many rich Products that grow, and are found in the fifteen Provinces of this great Empire; which is rendered more adapted to Trade than any other eastern Country, by the many Rivers and Canals that traverse all its Divisions, and thereby facilitate the Transport of its Merchandize; and for Exportation by the good Ports that six of its Provinces have, which are washed by the oriental Ocean.

The *Chinese* Politics making them fear that a Communication with Strangers might corrupt their Laws, never gave these latter any Opportunity to attack their Liberty under a Pretence of Trade; but, for several thousand Years, shut the Entrance to their Kingdom against all Nations whatsoever, and were content with the interior Trade carried on among themselves; but at last the Emperor, having opened his Ports to all the World in 1685, the *Indians* and *Europeans* were equally forward to improve the Liberty of this new Trade, which they have carried on ever since.

The *Portuguese* till then had been the only Nation of *Europe* who had carried on any Sort of Traffick directly to *China*, by Means of their Situation at *Macao*, of which I shall treat by and by, and the *Dutch*, desirous of imitating them, when established in the Isle of *Formosa*, having been chased from that Post in 1661, had renounced this Commerce, or at least, like the *English*, only maintained it in the half deserted Isles, where the *Chinese* Junks brought their Merchandize, and returned with what they got there from Foreigners.

It is true, that many *Indian* Nations; and the *Dutch* themselves, were never without the Products of *China*, but it was what the *Chinese* brought, who were permitted to go to other Parts, at the same Time that all others were strictly forbidden coming among them; and the Places which the *Chinese* Junks frequented most, and to which they still continue the Trade, are *Japan*, the *Manillas*, *Cochinchina*, *Achin*, *Malacca*, *Cambaya*, *Siam*, *Tonquin*, *Patana*, *Jambi*, *Andragiri*, in the Isle of *Sumatra*, *Batavia*, and some others.

The Trade with Strangers in *China* was not only open by Sea, but the Caravans were also admitted here, as well from the eastern *Tartars*, who now govern this Empire, as the *Muscovites*, who send yearly to *Pekin* a very numerous one from *Petersburgh*.

*China* is separated from the States of the *Grand Mogul*, by sandy Deserts absolutely impassable, and other Provinces of *India*, by Mountains very difficult to get over, which hinders almost all Trade between these different Kingdoms, except a very small one on the Frontiers, though it is very difficult to know in what even that consists, as not one in a thousand at the Capital knows any Thing of what passes without the City. It is true, the *Chinese* have sometimes gone to *Bengal*, the *Philippines*, *Batavia*, and even to *Goa*; but this by Stealth, and with the Connivance of the Mandarines, Governors of the Sea Ports, for a good Sum of Money, which the Court were Strangers to, notwithstanding it is absolutely forbidden to every Subject of the Empire, to go to any Foreign Part, on any Pretext whatsoever, without a Licence, or express Order of the Government.

The greatest Part of the *Chinese*, spread in *India* to trade, are of the Posterity of those who escaped from *China*, when the *Mongolean Tartars* became Masters of it; and they have only a clandestine Communication with the other *Chinese* their Countrymen.

There is no Nation fitter for Trade, and that understand it better, than the *Chinese*, so that it lets no Profit slip, which Commerce offers; trading in, and benefiting by all, with an admirable Dexterity and Skill, though not with that Fidelity, as is elsewhere regarded as the Soul of Trade; in one Word, the *Chinese* are spread in *Asia*, wherever there is any Thing to be got, with the Characteristick of Cheats, Usurers, faithless, full of Complaisance and Subtlety to manage a good Opportunity,

portunity, and all this under the Appearance of plain Dealing and Honesty, capable of deceiving the most attentive and suspicious; and they commonly say proverbially, that all other Nations are blind in Respect of Trade, but themselves and the *Dutch*, which latter have one Eye, but they two. As it has always been a Maxim in the *Chinese* Government, to encourage a great Currency of Trade in all the Kingdom, it may be said that all the People concern themselves in it; here being hardly any of the Natives, even the Mandarins, who are not engaged in it, at least in Partnership with the Merchants, to whom they advance their Money, that it may increase, and not lie idle.

One of the principal Branches of Commerce in *China*, as well at home as abroad, consists in Silk and Silk Stuffs, either plain or mixed with Gold and Silver, of which here is so great a Plenty that most of the People, and even Servants, commonly go clad in Sattin or Damask. Silkworms are bred in almost all the Provinces of the Kingdom; but *Nanquin* and *Cbekiam*, especially the latter, are those where most is gathered, and where most Silk is manufactured, there not being one Year in which they do not send to *Pekin* near four hundred Barks laden with Cloth of Gold, or Tissues, Damasks, Sattins, and Velvets, besides those made by the Emperor's Orders for Presents to his Ladies, Princes, and all his Court; all the other Provinces also pay a Part of their Tributes in Silk and Silk Stuffs, which are generally refold for the Emperor's Account, but when altogether are not near the half of what *Cbekiam* furnishes alone. It is in the Province of *Nanquin*, that the most beautiful Skins are made, and where most of the best Artificers come to establish their Fabrick, though Foreigners hardly carry away any of these, but almost all the Skins that the *Europeans* buy, as well wrought as raw, are manufactured at *Canton*, or in the Province of which that City is the Capital, and gives its Name.

There is made in *China* all Sorts of Silk Stuffs, either net or mixed with Gold and Silver, as there is in *Europe*, and many other peculiar to themselves; and they have Wools in many Provinces, of which they make some Serges, as they are ignorant in the Manufacture of Cloth, though they have these brought here, and very much esteem them, more especially those from *England*, yet they buy but little, as the Cloths cost vastly more than the very finest Silks that can be made here.

The *Chinese* have also various Furs, even of the very finest, such as Minevers, Ermines, and Martens, but they are all consumed in the Country, in Linings for Men and Women's Clothes, of which one only often costs above 250*l*. Caps, Saddles, and other Moveables.

The other Merchandize exported from *China*, besides wrought and raw Silks are Cottons in Wool, Thread, and Linens made of them, Brails in Plates, and Salmon, Toutenaque, Tea, Camphire, Musk, Flax, Sugar, Salt, Ginger, Sweetmeats, Quicksilver, Vermilion, Lapis Lazuli, Vitriol, Ambergris, Rhubarb, Galangal, China, Mirabolans, China Ink, Hories, Porcelaine, Japaned Works, Potter's Works, proper for *India*; Camlets, Hemp, and Hempen Linens, fine Gold, Pewter, Iron, Steel, and many Instruments made of these Metals richly wrought; in fine, precious Stones, Pearls, beautiful Marble, Aloes, Rose, Brazil, and Ebony Wood, Jesuits Bark brought from the *Manillas*; yellow and reddish Amber. After the lacquered Works of *Japan*, those of *Foiken* pass for the best, and though there are good Artists in this Manufacture at *Pekin*, yet they fall short of that Beauty and Perfection so conspicuous in the Fabricks of *Japan* and *Foiken*, as much as they exceed any Thing of that Nature attempted in *Europe*.

In Regard to the Merchandize proper for the Trade of *China*, Plate is the Basis, whether in Dollars, as they come from the *Manillas*, or in Bars, as the *Dutch* bring them from *Japan*; the *Chinese*, who have none, esteeming it greatly, and willingly truck their Gold and best Commodities against it. And whilst I am on this Subject, it will be not improper to remark, or unprofitable to my Reader, that in this Traffick, the Difference between Gold and Silver is computed as one to ten, whereas the Difference in *Europe* is as one to fifteen, so that great Advantages are made by carrying the latter thither. Spice and Pepper also find a good Sale here, particularly this last, wherefore the *Dutch* always make it a Part of their Ladings; there are also brought here Linens of various

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What has been hitherto said of the *Chinese* Trade has been but little more than the Transactions of the inland Part of this vast Empire, by the Inhabitants of the different Provinces that compose it, and with taking some Notice of that Trade which Foreigners, especially the *Europeans*, carry on here, since the Emperor opened his Ports to them; I shall now therefore enter into a Detail of the Commerce that the *Chinese* carry on in their own Ships in all Parts of the East.

*Of the exterior Trade of CHINA.*

**C**ANTON is the Port where all the *Chinese* Junks are laden for Abroad, and where they come to bring their Returns; the Places for which they commonly lade are, as has been already observed, the Isle of *Hainam*, *Cochinchina*, *Camboya*, *Tonquin*, *Siam*, *Batavia*, *Japan*, *Manilla*, *Surat*, *Maldives*, and *Achen*, of whose Trade I shall speak in Order.

*Of the Commerce of CANTON to the Island of HAINAM.*

**T**HIS Island, situated nineteen Leagues to the South-West of the River *Canton*, is Part of the Emperor of *China's* Dominions, so that seemingly it should not be comprized in what I have to say of the exterior Trade of *China*; but as they themselves count it among the Places of their foreign Traffick I shall therefore begin with it, as I proposed.

Vessels may go and come from *Canton* to the Isle of *Hainam* all the Year, but the best Season for leaving *Canton* is the End of *November*, and that of returning from *Hainam* the Month of *June*; those who depart in the good Monsoon may make their Passage in less than eight Days, but those who sail against the Monsoon, commonly employ a Month, and sometimes six Weeks in the Voyage. The Goods they carry with them to *Hainam* are wrought or unwrought Iron, Iron Chal-dron, Cotton, Cotton Linens, called Canques of *Foiken*, ditto of *Nunquin*, common Straw Matts, and Garlick. The Commodities in Return for *Canton* are various Sorts of Rattans, yellow Wax, Galangals, Venison salted and dried, Arcque, Cocoa Nuts, Stags Skins, and Nerves, and Aloes Wood, of which it is said there is thirteen Sorts.

*Commerce from CANTON to COCHINCHINA.*

**T**HE King of *Cochinchina* is the only Merchant that may publicly be dealt with, yet sometimes he permits Particulars to buy and sell, and though the Licence for so doing costs dear, it is notwithstanding always very advantageous, and every Ship on Arrival makes to him, or his Officers, a Present to the Value of about four hundred Taels.

The *Chinese* Vessels leave *Canton* the Beginning of *March*, and commonly arrive at *Cochinchina* about the 15th, though sometimes the Weather detains them till the 25th; and to return from hence they must set out the Beginning of *July*, having generally the same Passage coming as going.

The Goods proper for *Cochinchina* are the Caches, a Copper Money, of *Hainam* and *Canton*, Brimstone, Saltpetre, though it must be observed that both these last Commodities are not permitted to be laden at one Time, in the same Ship, nor either of them separately, without a particular Licence, which always costs dear, as these are prohibited Exportation from *China*, Gold Stuffs, fine white, and red Crapes, Ginseng, thin Crimson Sattins of *Canton*, coarse Porcelaine for common Use, all Sorts of Medicinal Drugs, thick Paper for burning before their Pagods, Glass Bracelets, ordinary and fine, Iron Kettles, and Leaf-Gold. The Returns from thence are in Gold Ingots, *Agracaramba* Wood, Darts, Arcque, the best in *India*, black Wood, Rhinoceros' Horns, of three Sorts, Buffaloes' and Cows' Horns, Pepper, Fish, called *Bitchemaree*, Sea-Dogs Skins, strong coarse Silk

Silk Stuffs, Birds' Nests, white Sugar, and Sugar Candy, and *Japan* Wood for staining yellow.

*Trade of CANTON with CAMBOYA.*

**T**HE *Chinese* Vessels, which carry on this Trade, sail from *Canton* the Beginning of *January*, and spend in their Passage from fifteen to thirty Days, according as the Weather favours; their Return is commenced at the End of *June*, that they may arrive in *China* by the succeeding Month. The whole Commerce is contracted in the southernmost Part of *Camboya*, near three hundred and fifty Leagues from the River of *Canton*. Every Ship, on Arrival, makes a Present to the King, and his four principal Officers, of three or four hundred Taels, and then have Liberty to trade with whom they please.

The Commodities commonly sent here are only five, *viz.* Iron Anchor Flukes, Umbrellas, Rattan Mats, all Sorts of Fruit, and Porcelaine. The Returns are Sapan, or Brazil Wood, Elephants' Teeth, Lacque, Lounge for painting yellow, Birds, Buffaloes, Chameaux', Cows' and Stags' Skins, Buffalo and Cows' Horns, Peacock Feathers, and Taffoutia, a medicinal Drug.

*Trade of CANTON with TONQUIN.*

**T**ONQUIN is two hundred and twenty-five Leagues from the River of *Canton*, which is commonly sailed in ten or twenty Days, and the Return much the same; the Seasons for departing and coming back, are the Beginning of *January* and *July*. The Presents which these People make the King and seven of his Officers hardly amount to three hundred Taels, though all other Nations pay a great deal more: The Merchandizes carried thither, are *Canton* Calches, Iron Kettles, small Brass Cannon, Pewter in Gilt Leaves; all Sorts of Drugs, at least an hundred Species, ordinary Porcelaine, Cloves, Pouchoc, a Drug serviceable in Medicine, and for dying yellow Silk, or thin Taffeties, red Crape of *Canton*, Gauze of the third Sort, Glass Necklaces, Vermilion, Alum, Rupiediy, a Drug for dying Black, and all Sorts of *Chinese* Fruit. The Goods laden in Return are, yellow raw Silk, Mudis, or Stuffs made of a Tree's Bark, several Sorts of Taffeties, coarse and fine Canques, or Cotton Linen, Brazil Wood, Cinnamon, not extraordinary good, Lacque, Aniseeds, and Caramangee, a medicinal Drug.

*Commerce of CANTON and SIAM.*

**T**HE Ships sail from *Canton* to *Siam* about the 20th of *November*, and are thirty or forty Days in their Passage, and their Return is begun in *June*, that they may all arrive in the Month following; and the King here, as in *Cochinchina*, is the only one to trade with.

The *Chinese* carry a large Quantity of all Sorts of Goods here, and bring no fewer back; the outward-bound Cargoes consisting of wrought and unwrought Iron, Toutenaque, Allum, white Sugar, wrought Copper, Latten and Iron Wire, Copper Basons of different Sizes, cast Copper Cisterns, Iron Kettles, five within one another, all which Commodities serve as Ballast, Damasks and Sattins of all Colours, striped and common Taffeties, Gauzes, sewing Silk, Marelle, a red Nankin Paint, Chuangon, a Medicinal Drug, Figie-caque, a *Chinese* Fruit, Sugar Candy, Raisins, Prunes, dried Chestnuts, Water Melon Seeds, Copper Drums, called Gans, Quicksilver, and three Sorts of Gold Wire. The Goods that compose their Cargoes in Return, are Elephants' Teeth, Lead, Pewter, Areque, Brazil Taffoutie, or Wood, Taffoutia, a Medicinal Drug, all which serve for Laitage, Lacque, Horfe, Cow, Buffalo, and Stag Skins, Buffalo and Rhinoceros Horns, Myrrh, Loung, Birds' Nests of three Sorts, Pouchoc, Inccats, Bird Skins with their Feathers, Peacocks' Tails, two Sorts of Stags' Nerves, and Caye-lac, an odoriferous Wood for burning in their Pagods.

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*Of the Trade between CANTON and BATAVIA.*

**BATAVIA** is seven hundred Leagues from *Canton*, and Ships which go from the former to the latter sail the Beginning of *December*, in Order to arrive in the following Month; and when they return set out on the second or fourth of *June*, and get home in *July*. The Goods the *Chinese* carry with them are, *Toutenaque*, Gold, fine and ordinary *Porcelaines*, several Sorts of Tea, Copper Basons, Gold Wire of *Canton* and *Nanquin*, Sattins and Damasks, the greatest Part black, Taffeties, three Sorts of sewing Silk, Aniseeds, Quicksilver, Vermilion, Musk, Borax, Iron Kettles, five or seven in one another, Rhubarb, Arcaßoul, a Medicinal Drug, Copper like the *Japan*, very thin *Canton* Taffeties, of all Colours, *Canton* Glass, and *China* Root. The homeward bound Cargoes consist of Lead, Pewter, Pepper, Incense, Puchoc, Caremangee, Camphire, Coral, Rattin and other Mats, Rattins, Nutmegs, Cloves, yellow Amber, Myrrh, *Alfa-fetida*, Azeboucy, a Medicinal Drug, *Guinea* Pepper, Birds' Nests of two Sorts, and Sugar Candy.

*Commerce from CANTON to JAPAN or JAPON.*

**AS** I shall have Occasion to treat amply of this Island, in the Chapter that will be dedicated to it, there will be no Room to enlarge on it here; so I shall only confine myself to that carried on by the *Chinese*, in a large Number of Junks that they yearly send to this Place from *Canton*; that the Port of *Japan*, which their Business leads them to, is called *Langi-Afakie*, situated in thirty-six Degrees six Minutes of North Latitude, and in an hundred and fifty-one of East Longitude.

In order to secure a successful Passage, the Vessels should leave *Canton* the Beginning of *May*, that they may get to their intended Harbour in about twenty-five Days, as a timely Arrival is of the utmost Importance to the Sales of their Goods, a Preference being always given to the first Comers, when the Merchants or Captains demand it; and this Claim should never be neglected, as the *Chinese* send so many Junks in some Years, that several, which arrive last, are obliged to carry all, or at least a Part of their Cargo back again.

On approaching the Harbour, the Vessel must anchor at three Leagues' Distance, to give the Custom-house Officers Time to visit her, and take the Captain's Declaration, which must be in Writing, and contain his Name, that of the Junk, the Place he came from, and those he touched at, the Number of his Crew, when he sailed, the Condition of his Goods, the Size of his Vessel, the Number of his Guns and small Arms.

As soon as the Visit is over, the *Japanese* Pilots and Sailors come aboard, and carry the Vessel into Port, where, when anchored, the Lading is delivered into the Warehouses, which the Director-General of Trade furnishes, where the Sales are made on the Day, and at the Hour, appointed by him.

The Goods proper for this Voyage are, Coral in Grains, Agracamba, an odorous Wood, Ultramarine, none but the King of *Japan* can buy these Commodities, Enamel of five different Colours, Alum, Iron, *Toutenaque*, white and brown Sugar, which five Articles serve for Ballast, Sattins, of which more than two Thirds are black, white Taffeties, of *Canton* and *Nanquin*, white and red Crape of *Nanquin*, *Canton* fishing Linens, Vermilion, raw Silk of *Nanquin*, Galanga, Legumen, yellow Lacque, as it distils from the Tree, Areque Bark, Yehitsee, a medicinal Drug, Caramangee from *China*, Folio Chiroze, a medicinal Drug, yellow Wax, *Chinese* white Linen of several Sorts, green Alum, Honey, Chientou, a medicinal Drug, Sugar Candy, Benzoin, Aloes Wood of three Sorts, Gum Sandrac, Tortoise-shell, Camphire of three Sorts, Puchoc, Incense, Myrrh, Lounge, Musk, Rhubarb, Cinnamon, Chuangon, a medicinal Drug, and a very bad Saffron. In Return the *Chinese* take Lacque or Varnish, *Porcelaines*, fine Pearls, Steel, wrought Copper, and a Sort of Camphire proper for *China*.

*Trade from CANTON to the MANILLAS.*

THESE Isles are two hundred Leagues from the River of *Canton*, where the *Chinese* Ships sail for in the Month of *March* at latest, and depart from thence in *July*. All the Junks that go this Voyage make the Governor and Superintendent of the Customs at the *Manillas*, a Present on their Arrival, which at first was only voluntary, but the Continuance has made it become a Right.

This Trade was formerly very advantageous, but it is greatly decayed; in 1700 the Goods from *Canton* lost 30 per Cent. at the *Manillas*, and though afterwards they grew something better, yet nothing in Comparison to the Value they once bore there. When the *Spaniards* go from their Islands to *Canton*, they carry a Parcel of Embroideries, and a little Musk with them; and what a *Chinese* Cargo for the contrary Voyage consists of, is *Toutenaque*, Iron, Porcelaines of all Sorts, Canques of *Canton*, and others of *Nanquin*, very ordinary Sailcloth, several Sorts of Cloths called Nunna, flowered Damasks, plain Sattins, various Species of Taffeties from *Canton* and *Nanquin*, white and red Crapes, plain and flowered Moeres, with raw and sewing Silks. In Return, they bring *Brazil* Wood, Stags' Flesh, salted or dried, Stags' Nerves, and Pearls.

*Of the Trade from CANTON to the MALDIVES, touching at ACHEM.*

FOR this Voyage a Ship of a hundred and fifty to two hundred Tons Burthen is the properest, navigated with five or six *Eurpeans* at most, and the Rest of her Crew *Lafqueres* or *Lascars*. The Season for sailing is the End of *October*, to arrive at *Achem* between the first and tenth of *December* at latest, that they may depart for the *Maldives* in Time. The Lading of this Vessel should be composed first, with Merchandize proper for the *Moors* of *Achem*, who trade for *Surat*. Secondly, with those convenient for the Natives there. And thirdly, with such as may suit the *Maldivian* Market. The Goods for *Surat* are, fifty Ton of white Sugar, an hundred Pieces of *Japan* Copper, twenty to fifty Pieces of Sugar-Candy, two hundred Pieces of *Toutenaque*, twenty to forty Pieces of *Quicksilver*. The Goods for the Natives of *Achem* are, coarse Porcelaine about five hundred Tals, Copper Basons of different Sizes, twenty Pieces of *Chinese* Tobacco in Pound and half Pound Papers, fifty Pieces of Gold *Canton* Thread of the third Sort, twenty Catis, the Ends must be of Silk, three or four Braces of fine Coffee, and Tea-Cups and Saucers, fifty Pieces of Taffeties squared, such as are sent to *Siam* for Womens' Petticoats, fifty Pieces of five threaded Damasks, with red, blue, and yellow Flowers. The Returns make from hence are in Shells called *Cauris*, or Cowries, which serve as Money in many Parts of the *East-Indies*, as they do on the Coasts of *Africa*, where the *Europeans* carry them, dried Fish, and the Bark of the Cacao Trees, prepared for Spinning to make Cables with. There may likewise enter into the *Canton* Cargo for *Achem*, several Species of *European* Goods, such as all Sorts of Nails, Iron Anchors from three to fourteen Quintals Weight, Iron Guns from two or five Quintals, Wine and Brandy in Bottles, some Chisels, Spectacles, twenty Barrels of Pitch, Paper, Iron in flat broad Bars, Cordage from one to five Inches thick, Padlocks, and also some blue Linen for Women's Petticoats.

*Of the English Trade from MADRAS to CANTON.*

THE Ships sail on their Voyage in the Month of *July*, and arrive there in *August* or *September*; sometimes they lose their Passage, in waiting too long for those from *Europe*, to get Dollars, as without these they can do nothing in Trade to *China*. They sail on their Return from *Canton* in *January* or *February*, and their Voyage either going or coming, is from forty-five to sixty Days.

The Goods carried from *Madras*, are *English* Lead, Lead and Pewter from *Pegn*, *Malaccan* liquid Storax, Rattans from the same Place, *Incense*, *Assa-fetida*,  
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*Madras* red Wood, Myrrh, Puchoc, and fine Pearls of all Sorts. The Goods in Return are Gold, Copper from *Japan*, and ditto from *Canton* like the other, Toutenaque, Allum, Quickfilver, Vermillion, ordinary Porcelaines for the *Moors'* Use, white Sugar, and Sugar-Candy from *China*.

*Of the Trade from SURAT to CANTON.*

THEY carry from *Surat* to *Canton* the same Goods as from *Madras*, besides a Quantity of Cotton; and those brought back from *Canton* are also the same, except the Gold. They sail from *Surat* in the Month of *May* or *June*, in Order to arrive at *Canton* in *August*, and come from thence about the 15th of *December*, to finish their Voyage in *March*.

*The Europeans Commerce with CANTON.*

THE Ships which annually arrive here from *England*, *France*, *Portugal*, and *Holland*, commonly bring the following Goods, viz. Silver, in various Coins, all Sorts of fine Cloths, Camlets, Serges, and other Woollen Stuffs, fine Linens from *Holland*; Clocks and Watches, Looking-Glasses of all Sizes, Mathematical Instruments, *Englisb* Etwees, Pencils, Paper of all Sorts, various Ornaments for both Sexes, some *European* Liquors, and especially Wine; of all which Commodities a good Part is distributed in Presents to the Mandarines in the Government of this Place, and the Merchants generally make a considerable Advantage of the Rest. They employ the Silver they carry in the Purchase of divers Sorts of Goods, in Virtue of certain Agreements made before-hand, which are raw Silk, Damasks wrought according to Patterns given; plain Silk, lacquered Wares, Green and Bohea Tea, Badianes, a Seed from the Anis Tree growing in *China*, so called from the smell which its Wood has, like that Aromatick in *Europe*, Canes and Porcelaine after the Models and Paintings directed. They also sometimes buy Gold here, though but seldom, as they have it much cheaper in *India*. At *Canton*, some precious Stones, excepting Diamonds, are likewise to be met with, though never in any great Quantity.

It is at *Quantung* and *Poiken*, that the best *Chinese* Brocade Silks are made, and of which a large Quantity are brought to *Europe*, all which Commodities are purchased with ready Money; and the Sales of *European* Goods are on the same Terms, as Strangers find a considerable Difference in their Disfavour by Barter, and therefore maintain the Method of buying and selling for ready Money only.

In 1720, a Commissary from the *Mississippi* Company arrived at *Canton*, and obtained Liberty from the Court to reside there; but on his proposing to lade a Ship, he found so many insurmountable Difficulties lying in his Way, that he thought best to decamp, and quit his uneasy Residence; in the same Year also a Ship arrived under the Emperor's Colours at *Offend*, the Fate of which Company being so well known, I have no Need to enlarge about it.

Besides what is before-mentioned, there are transported from *Europe* and *China*, and from *China* to *Europe*, a thousand Trifles, which make a considerable Gain, though they are too numerous to be particularized; I shall therefore omit attempting it, and proceed to give some Account of the Trade carried on between the two Empires of *Russia* and *China*, as it properly comes in here, and for which Mr. *Lange* has furnished me with Materials in his Journal, &c.

*A State of the Trade between RUSSIA and CHINA.*

OUR Commerce with *China*, says the above-mentioned Author, is at present in a pitiful Condition, and nothing in the World could have prejudiced our Caravans so much as the Commerce maintained at *Urga*, the Chan of the Western *Moungals* Camp, tributary to *China*, for from thence arrive at *Pekin* Monthly, nay Weekly, not only the same Goods as our Caravans convey there, but of a better Quality, and carried in such Quantities by the *Chinese* Merchants, who are continually coming and going between *Pekin* and *Urga*, and those which the *Lamas* or



or *Moungalan* Priests furnish on their Part, that makes the Value amount to four or five Times as much as a Caravan going under her *Czarish* Majesty's Name; besides, Particulars are able to bring these Commodities so much cheaper to Market, than the necessary Expences of a Caravan will permit the Commissary of it to do; and having not only the Advantage of travelling cheaper, but also quicker, they have an Opportunity to forestall the Market, and sell their Goods before the Caravan can arrive; it is, therefore our Author's Opinion, that except the Trade between *Russia* and *Urga* be prohibited, only with the Allowance of carrying their Cloths and *Russia* Hides, the Ruin of the Caravans is certain and near, and which may in the End draw on that of all the *Muscovite* Trade in those Parts. The Goods commonly brought from *China* to *Russia* are, small string Pearls, fine Gold, various Sorts of raw Silks, Damasks of different Goodness, plain and flowered Sattins, several Species of Silk Shagreen, spun Silk, Cotton Cloth, all Sorts of Green and Bohea Tea, which they might have in greater Perfection in *Russia*, than in any other Part of *Europe*, as the Northern Provinces of *China* produce by far the best, and the *Muscovites* have this by the Way of *Siberia*; so that, would they be careful in its Package, it would naturally retain a higher Flavour than that which comes by Sea from *Canton*; but their Indolence leading them to a Neglect of this Precaution, their Teas are generally tainted, and contract an ill Taste, of which their Delicacy renders them greatly susceptible, Badianes, before described, Porcelaines, Carpets, Silk Flowers stuck on Paper, and some Tobacco. The Commodities sent from *Peterburgh* to *China*, are Jewels of several Sorts, Sables, white and common Fox, Lynx, Beaver, Ermine, Minever, Badger, and Seal Skins, with some Teeth of this last Animal.

I might here add something of the *French* Traffick to *China*, as I said but little about it, in treating of that Nation's general Commerce; but I omit it now for the same Reasons I did then, *viz.* because both their outward and homeward-bound Cargoes, are in all Things so like those I have mentioned in the *English* Trade, that a Repetition would be superfluous.

#### Of M A C A O.

**A**LTHOUGH the City of *Macao* is not to be reckoned amongst the most considerable ones of *China*, either for Grandeur or Number of Inhabitants, yet it merits a particular Regard, on Account of the Reputation that it has always held among those where the *Portuguese* have been established in the East, and still possesses there; as also because it is the first where the *Europeans* opened the Trade of this great Empire, and which it enjoyed alone near two Ages, that they were permitted to come and trade in it.

This famous City is situated in a Peninsula of the *Oriental* Ocean, on the Coast of the *Province* of *Canton*, to which it is joined by a Slip of Land, at forty Leagues by Sea distant from its Capital, where the *Portuguese* settled, the Beginning of the sixteenth Century.

Before the *Chinese* were familiarized with these new Comers, who, under Pretext of trading, were already possessed of the strongest Cities of *India*, and their Fleets Masters of the Eastern Seas, it was only permitted the *Portuguese* to come annually with their Goods to the desert Isle of *Sanchan*, and there to open Shop in Huts, made in Haste of the Boughs of Trees and Turfs, without being licensed to build any Houses. Their Credit increasing, they advanced to *Macao*, ten Leagues from *Sanchan*, where they afterwards improved what Opportunities offered, to ingratiate themselves, and obtained Permission to build Houses and Magazines, and to encompass their new Town with a single Wall.

The *Dutch*, jealous of the *China* Trade, where they could not be received, attempted to drive these *Portuguese* out a hundred Years after their Establishment; but, having missed their Aim, their Enterprize only served the better to secure their Enemy's Settlement, as the *Portuguese* laid hold of this Occasion to obtain the Liberty of fortifying their Habitation, which was granted, as they were better liked for Neighbours than the *Dutch*.

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The Fortifications of this Place are fine and regular, and the *Portuguese* have now built three Forts, on as many Eminences, or little Mountains, always guarded by a strong Garrison, and defended, as is said, by two hundred Pieces of Cannon.

The Isthmus, which joins the Peninsula of *Macao* to the Continent, is shut out by a strong Wall, built across it, that has a Gate in the Middle, by which all the *Chinese* may come in, and go out, but no *Portuguese* may pass it, on Pain of Death; it is at this Gate, where the Emperor of *China's* Officers are paid the Customs of Importation and Exportation, on all the Goods, Provisions, and Fruits, which are brought to or carried out of *Macao* by Land. All the *Portuguese* Trade was at first shut up within the Circuit of the City, where they receive their Merchandize, and where the Junks from *Canton*, and the other Maritime Provinces of *China*, came to take them in Exchange for their Silks, Stuffs, and other *Chinese* Manufactures and Products.

Afterwards, some Merchants of *Macao* had Permission, for it was not indifferently granted to all, to go twice a Year to the Fairs at *Canton*, and purchase what they thought proper, who generally left Orders for such Goods as they should want next Voyage, that they might be making during the Time between the two Fairs, which if they spent there, it was always on board their Ships, as well for their own Safety, as to avoid the extreme Mistrust and Insolence of the *Chinese*, and they were obliged to pay large Sums to the Viceroy for Leave to trade.

It was with these Goods they carried from *Canton*, and those that the *Chinese* Junks brought to *Macao*, or what came in by Land, that the *Portuguese* formerly composed all those rich Cargoes that they yearly sent to *Japan*, *Manillas*, and all the Parts of *India* from *Goa* to *China*, where they carried their Trade to, before the *Dutch* came to interrupt them.

At present this Trade is almost reduced to nothing, and they enjoyed but few Advantages from the Treaty they made in 1680 with the Court of *Pekin*, by which it was agreed that they only should transact the whole Commerce of *China*, exclusive of all other Nations; this Privilege having lasted not quite five Years, as the Ports of this vast Empire were opened, as before mentioned, in 1685, to all those who would come to trade there.

#### Commerce of the Kingdom and Peninsula of *COREA*.

THE Kingdom of *Corea*, called also *Caoli*, and *Tiscenock*, extends from the thirty-fourth to the forty-fourth Degree of Latitude. On the South it is very near to *Japan*, and on the North it joins to *China* by a high Mountain, which keeps it from being an Island. The Country is not equally fertile, as the Northern Coast produces hardly sufficient to support its Inhabitants, who only subsist on bad Barley, and are clothed with Animals' Skins; whilst on the contrary, the Rest of the Kingdom produces in Abundance all Necessaries of Life, besides Cotton, Hemp, and even Silk, though they are ignorant how to fit it for Use; here is also found Silver, Lead, Tiger Skins, Nili or Ginseng Root, so much esteemed by the *Tartars* and *Chinese*, a Quantity of large and small Cattle, more especially Horses, Cows, and Hogs. The *Coreans* hardly trade with any others than the *Japanese*, and the Inhabitants of the Isle of *Suisima*, seated between *Japan* and *Corea*, who have a Magazine or Deposit for their Merchandize, to the South-East, and in the City of *Ponchant*.

The Goods brought to *Corea*, are Pepper, Brazil Wood, Allum, Buffaloes' Horns, Stag and Buck Skins, and other Commodities; even some from *Europe*, which the *Dutch* and *Chinese* sell to the *Japanese*. All these Goods are exchanged and trucked against the Manufactures and Products of the Country; and the *Coreans* have also some Trade directly to *Pekin*, and the Northern Provinces of *China*; but this Business is of so great Expence, as it must be carried on all by Land, and on Horseback, that only the most considerable Merchants are capable of undertaking it; it is those of *Sior* who go thus to *China*, and are not less than three Months in their Journey, the whole Commerce consisting in Linens.

This Kingdom has from Time immemorial been tributary to the *Chinese*, who treat it very severely, not permitting it to have any Trade with Strangers, though the Inhabitants go clandestinely with their Goods by the Sea of *Japan*, in to the River *Amur*, and from thence by the *Najunda*, to the City of *Nour*, to trade there with the *Moungales*, and indirectly with the *Russians*. They go twice a Year to *Pekin*, viz. in the Months of *March* and *August*, to the Number of forty or fifty Persons, as well to pay the Emperor his Tribute, as to carry on their Trade, which principally consists of the following Particulars:

A Sort of thick large Paper made of raw Silk, which serves in *China* for Window Sashes, instead of Glass; Gold and Silver figured Paper; all Sorts of large Fans, variously fashioned; very fine Mats, which serve in Summer instead of Mattraffies; smoking Tobacco cut very small, of which vast Quantities are consumed in *China*, where it is better esteemed by the Natives than their own; a striped Cotton Cloth; a Sort of Skins which the *Russians* call Chorky, which are found in great Abundance here, and for which there is a large Demand at *Pekin*; a dried Fish taken from some large Shells caught in the Sea of *Japan*; besides which they carry there large Sums in Silver, and with them purchase the finest raw Silk and Cotton, Damasks, a Sort of Stuff mixed with Silk for Linings, Tea, Porcelain, all Sorts of Kitchen Furniture in white Copper, and Sables' Tails.

#### Trade of the Islands in ASIA.

THE trading Isles of which I intend to treat, are the *Maldives*, *Ceylan*, the three Islands of *Sond*, viz. *Sumatra*, *Java*, and *Borneo*, the *Moluccas*, the *Philippines*, the *Ladrones*, and the most famous of all, the Isles of *Japan*.

I might here also take Notice of the Isle of *Amian* on the Coast of *China*, and that of *Formoso*, where the *Dutch* built the Fort of *Zeland*; but this having returned in 1661 under the Dominion of *China*, and the *Europeans* carrying on no Trade to either, I shall content myself with having only mentioned them; and follow the same Method in treating of those above mentioned, as I observed with the *Asiatick* Continent, that is, to speak of them as they lie in our Way, on advancing into the Oriental Sea, and so to run them over from the *Maldives*, which first present themselves, to the Isles of *Japan*, beyond which the *Europeans* carry on no Trade.

#### OF THE MALDIVES.

THESE Isles, more famous for their Number than Grandeur, lie in the *Indian* Sea, at sixty Leagues from Cape *Comorin*, extending from eight Degrees North to four Degrees South Latitude. Their Number is uncertain, and it daily decreaseth, though they are computed to be at least twelve thousand, Part inhabited, and Part desert, which are divided into thirteen Attolons, that is, thirteen great Parts, by pretty large Channels that separate them, the Islands of each Attolon being so near to one another, that at Low-Water the Communication may be made on Foot, without being wet higher than the Knees. The greatest Trade of these Isles consists in those small white Shells called Cowries, so often mentioned in this Work, and the *Dutch* are the People particularly concerned in it, whether to *India*, where they distribute a Share, or in *Europe*, where they sell them to most other Nations, who trade to *Guinea*, *Juda*, and on the other Coasts between Cape *Verde*, and that of *Good Hope*; besides which the Islanders carry a large Quantity themselves to *Ceylan*, and some other Places on the *Malabar* Coast, from whence a great many are sent to *Surat*, and into the Dominions of the *Grand Mogul*.

The Goods given them in Exchange for their Shells, are coarse Cotton Cloths, Rice, and some other Provisions, that do not grow in their Isles. The Cocoa Tree also furnishes them with some Merchandize that they sell to Strangers; though Dr. *Garcin* has exploded a vulgar Error, hitherto propagated by most Authors, who have described those Trees as Natives of those Isles, accounting them the best of any in *India*, which I thought would not be unacceptable to my Reader, if I give it a Place here; the Doctor acknowledges, that here are Plenty of the common

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mon Sort of Cocons, though in nothing different from those growing in the neighbouring Countries; but that Species to which the Preference is to be given, and whose Product these Isles are so celebrated for, does not yield the edible Nut, but one only useful in Medicine, being esteemed by the *Indians* very good against Poisons, Cholicks, Fevers, and Affections of the Nerves, for which they come to seek, and purchase it at a very considerable Price.

## OF CEYLON.

**T**HIS Island, called also by some *Ceylon*, is seated in the *Indian* Sea, at forty-five Leagues East from Cape *Comorin*. Its Length is about eighty Leagues, being between the sixth and eleventh Degree of Latitude, its Circumference more than two hundred, and it is supposed to be the *Trapobana* of the Ancients.

The *Portuguese* discovered it in 1506 or 1509, but they could only settle on the Coasts, without having ever been able to penetrate into the Country; they enjoyed their Conquest, and the Cinnamon Trade, for more than a Century, when the *Dutch* having begun to make themselves known in these Parts in 1602, soon after seized on *Gale Point*, and successively made themselves Masters of all the other Forts, till they had chased the *Portuguese* entirely from the Isle in 1657, by the Capture of *Columbo*, the finest and strongest of all their Cities, not only in *Ceylan*, but in all *India*. This Conquest was made with the Assistance of the King of *Candi*; and one Clause in the Treaty was, that this Place should be put into his Hands; but the *Dutch* having thought it more for their Interest to keep it themselves, were soon embroiled with their new Ally, and from that Time to this the Concord is nothing better between them, than it was before between the *Cingales*, or *Cingalais*, and the *Portuguese*, the former being prohibited on pain of Death to have any Commerce with the *Dutch*, though this must be understood of the mountain *Cingales*, who belong to the King of *Candi*, and not the maritime Ones, and these are the *Hollanders*' Subjects.

The *French* in 1672 attempted an Establishment in this Island, and the King of *Candi*, who would have been pleased to oppose them to the *Dutch*, as he had before done these against the *Portuguese*, granted them by Treaty the Port of *Cottiar*, seated on the Bottom of *Trinquemale* Bay, in the eastern Part of the Isle; but the Enterprize of *St. Thomas*, in which Admiral *Debayes* highly engaged the *French* Squadron then under his Command, hindered his supporting this Settlement that he had begun, and the War which was then declared between *France* and the *States General*, having afforded Opportunity and Time to the *Dutch* for displacing the *French*, they remained in their first Possession, that is, sole Masters of the Coasts and Cinnamon Trade, but always ill with the mountain *Cingales*, who continually reproach them with their Infidelity.

The principal Places that the *Dutch* have on this Island's Coast, which they entirely possess, except some to the Westward, are *Columbo*, the Capital of them, and the Governor's Residence, *Negombo*, *Matura*, *Gale*, *Caliature*, *Batecab*, and *Trinquemale*, two Forts to the East, besides several Habitations.

They have also the Isle of *Manan*, and the Kingdom, or large Peninsula, of *Jassanapatnam*, both to the North. The Commodities commonly found in *Ceylan*, and which are collected with very little Trouble, are long Pepper, Cotton, Ivory, many medicinal and dying Roots and Drugs, Cardamoms, Silk, Tobacco, Ebony, excellent Wood for building, Lead, Betel, Areque, the best in *India*, Wild Honey, Musk, Wax, Crystal, Saltpetre, Brimstone, Sugar, Curcuma, a Root for Medicine and Dying, Rice, of which the *Dutch* carry large Parcels to the Coast of *Coremandel*, Iron, Steel, Copper, Gold, Silver, and all Sorts of precious Stones, except the Diamond, Cinnamon, and Elephants.

Though all these Commodities abound in the Uplands, subject to the King of *Candi*, the *Dutch* have them not in such Plenty, and but few of them, except the Cinnamon, when the *Cingalais* do not dare to venture on a Breach of the Prohibition for their trading with the *Hollanders*; it is therefore principally with this Aromatick that the *Dutch* support their Traffick here, and it is not the whole Isle that produces it equally, here being many Places where but little grows, and more

where

where there is none at all. That called the Cinnamon Field or Ground, and which belongs entirely to the *Dutch*, is from *Negambo* to *Golietis*, a Village three Leagues to the East of Fort *Mature*, which comprehends a Part of the Western and Southern Coasts of the Isle. The best Cinnamon is that in the Neighbourhood of *Columbo* and *Negambo*; that of *Gale Point* is also very good, and the Rest but middling; it is distinguished into three Sorts, viz. the fine, middling, and coarse, of which the young Trees produce the fine, and of a worse Quality in Proportion to their Age, though the Bark must at least be two or three Years old. This Tree multiplies greatly, and almost without Culture, but the *Dutch* hinder their Increase, to make this precious Bark more scarce and valuable.

The Cinnamon Tree comes very near in Characters to the Laurel, that is, in Flower and Fruit, and the Natives suppose there to be nine different Sorts; some distinguished by their Smell and Taste, and others by their component Parts; among which is one that smells strong of Camphire, and another with a thorny Trunk and Branches. The Season for barking and getting in the Crop, is *June*, *July*, and *August*, and it lasts three Weeks or a Month, according to the Quality, gathered; between three or four thousand People are employed in it, all of them enrolled, and disciplined with as much Exactness as regular Troops, that they may perform their different Functions unconfused.

Next to the Advantage arising from this Commodity, the *Dutch* reap the greatest from *Areque* and *Elephants*, which the Natives cultivate and hunt for them, by transporting them to several Parts of *India*, where the first sell in Preference to any other, and the latter will fetch from fifty to eighty Pounds Sterling each.

#### Of SUNDA or SONDE Islands.

THESE are a great Body of Isles, lying in the *Indian Sea*, to the Westward of the *Molucques*, from the eighth Degree of North to the same of South Latitude, and between the hundred and thirty-eighth and hundred and fifty-eighth Degree of Longitude, of which the three principal ones are, *Java*, *Sumatra*, and *Borneo*, as well for their Extent as Commerce, of which I shall treat in the Order I have here placed them.

#### Of JAVA.

JAVA, seated to the South of *Sumatra*, reaches from the Straits of *Sunda* to those of *Baleboang*, which is about two hundred and twenty four Leagues; and its Breadth being unequal, the Circuit may be near four hundred and eighty. The *Dutch* are at present the only Europeans established on it; having first iniquitously possessed themselves of the *English* Settlements at *Jacatra*, and afterwards that of *Bantam*, they have since hindered any others from coming here.

The *Javans*, jealous of their Liberty and Trade, did for a long Time refuse all Europeans Leave to settle in their Country, till the *English* towards the End of the sixteenth Century, landed, and were, by the Emperor of *Java*, permitted to build a small Fort at *Jacatra*, with Warehouses, and a Lodge for their Factors and Goods; and the King of *Bantam* also gave them Leave to establish a Factory in his Capital, in Order to share a foreign Trade with his Neighbours.

It was in 1617 that the *Dutch*, who till then had not had any fixed Trade at *Java*, came to establish there, but, according to their Practice in the *Indies*, at the Expence of others, having, in Sermon Time, surprized the *English* Fort at *Jacatra*, and plundered their Lodge and Goods, they afterwards built there the City of *Batavia*.

The *English*, well settled as they thought at *Bantam*, which was the Residence of the second President of their Company, continued to carry on as considerable a Trade as the *Dutch*; but were dispossessed of this Place also by their envious Neighbours, under a false Pretext and feigned Authority of the King, a Detail of which is too long to be inserted here.

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Before the *Hollanders* became Masters of *Bantam*, the *Javans*, who were naturally born for Trade, carried on a very considerable one themselves, not only in several Ports of their Islands, but to the most remote Places of *India*; and though this Business is greatly diminished, through the successful Endeavours of the *Dutch* entirely to destroy it, yet a Part of it still subsists, by Means of the many Havens and Ports in the Isle, where the Company have no Establishments.

The Places of their chief Trade, besides that of the Ports in the great and little *Java*, are *Sumatra*, *Siam*, *Malacca*, *Borneo*, *Celebes*, *Bouton*, the *Moluccas*, *Banda*, *Solor*, and *Timor*; though in Regard of the *Moluccas*, and the other Isles dependent on them, they must have Leave and take Passports for going there from the *Dutch*, who are absolute Masters of them, and which are always difficultly obtained, and at a considerable Expence; they also trade by Sea to *Batavia*, and it is here they direct their principal Traffick to, as it is the Resort of many Nations from all Parts of *Asia*.

What they deal most in is Rice, which they go to purchase, and then transport it elsewhere; they however engage in the Disposal of all Commodities growing on their Isle, such as Pepper, Cocoa Nuts, Oil, Sugar, Cardamoms, Opium, Indigo, Birds' Nests, Horfes, Areque, many medicinal Drugs, Benzoin, from *Borneo*, Ginger, Copper, Gold, &c. in Exchange of which they bring back several Sorts of rich Silk Stuffs from *Cormandel*, *Bengal*, and more especially the *Patoles* of *Surat*, Cotton Cloth, Counterpanes, Matts, Fotas, a Sort of Women's Dress, Lacque, transparent Resin, Tortoiseshell, Pewter, Lead, Porcelaines, Tea, Sandal-Wood, Ivory, *European* Goods, Cinnamon, Nutmegs, and Cloves, which Spice they are obliged to buy of the *Dutch*, except they can clandestinely procure some of the two last Sorts from the *Moluccas* and *Banda*, to which they are very near Neighbours.

The principal trading Cities of the Isle are *Balambuang*, *Panarocan*, *Jarnton*, and *Cidaton*, of which the *Dutch* have almost ruined the Trade, to draw it to *Japara*, where they are Masters, which lies ninety-four Leagues from *Bantam*, from whence they get the greatest Part of their carpentry Wood, Cattle, Rice, and Fruit, to supply the Inhabitants of *Batavia*, *Ambina*, *Ternate*, and *Banda*, and to whose Port the *Javans*, *Macassarais*, and several other Nations, even from the most remote Parts of *Asia*, send their Ships; *Cberibon* on the same Coast, is sixty-seven Leagues from *Bantam*, where the Company have a Fort, as well as at *Japara*. There is yet, on the Coast of this great Isle, *Togal*, *Samarang*, *Ranbam*, where the Company build their Sloops, and other Vessels, and *Sourabaya*, to all which the *Dutch* have Forts, in Fine, *Bantam* and *Batavia*, which are the only two of whose Trade I shall speak, as the *Dutch* have in a Manner here united that of the whole Isle.

*Bantam* is the Capital of one of the two Kingdoms, whose Kings divide the Empire of the Isle of *Java*; he of *Bantam* extends his Dominions even into the Isle of *Sumatra*, on the other Side of the Straits, where he possesses *Sillebar*, *Dampin*, and *Lampon*. *Bantam* was, before the *Europeans* had penetrated into the East, one of the most trading Cities of *India*; the *Arabians*, *Turks*, *Moors*, *Chinese*, and almost all the Nations of *India* sending their Ships here.

I have already said, that the *English* were the first *Europeans* who here obtained a Settlement, where their Commerce flourished for a long Time; and I could greatly enlarge, and give a black Detail of their Disledgement, but I dare not trespass so much on my Reader's Patience; let it therefore suffice to repeat, that the *Dutch* have remained Masters here ever since they unjustly deprived our Countrymen of it.

There is no Place in the Isle of *Java* where Refreshments cost less than here; the Natives, who, on the Ships' Arrival bring them in Plenty, are contented with Pins, Needles, small Knives, &c. in Payment.

*Batavia* is seated also in the Isle of *Java*, to the Eastward of the Kingdom of *Bantam*, and twenty Leagues from the City of that Name, which is the Capital: It is built on the River *Jacatra*, and nearly on the Ruins of the ancient Town of the same Denomination, that the *Dutch* took from the *English* by Surprise in 1617, as before-mentioned, and which they had often defended against all the

Forces of the Emperor of *Maratan*, the most powerful Monarch of the Isle. In 1619 it took the Name of *Batavia*, though it was not finished and put in its present Condition till 1660.

This new City, which yields in nothing to the finest in *Holland*, either for the Length of its Streets, Magnificence of its Buildings, Convenience of its Canals, and Beauty of the ever-green Trees planted on each Side, is defended by a Citadel with four Bastions, founded on Piles, in which the Company always maintain a Garrison of a thousand regular Troops; besides which Fortification there are divers advanced Posts within Land, sustained by Redoubts, or small Forts, to cover the Soldiers from the Excursions and Surprizes of the *Javans*.

The City is peopled with divers Nations, of which the *Dutch* make near half, and among them are some *Portuguese*, though almost all of them Protestants, who have two Churches here, where the Ministers officiate in their own Language; the *Malayans* have also one, and the other Inhabitants are permitted the free Exercise of their Religion: The Suburbs reach near half a League into the Country, and form a larger Town than *Batavia* itself, peopled with *Chinese*, *Moor*, *Javans*, and *Malayans*, and also many *Dutch* Artisans; the first are the principal Husbandmen, who sow Rice in the Grounds they cultivate round the City, and have brought it to such Perfection as not to need any foreign Supplies: Sugar is also gathered here in Plenty, and there are many Mills on the River *Jacatra*, for bruising the Canes, and several others for making Paper, Gunpowder, and grinding Corn; but all these Advantages, though capable of making any City flourish, are nothing in Comparison with those that the Company's immense Trade brings here, where all Sorts of *European* and *Asian* Commodities are amassed, and their Warehouses well filled, either for lading their Ships bound Home, or those destined for the Trade of *China*, *Japan*, all *India*, *Perfia*, *Arabia*, and the *Red Sea*; *Batavia* being the Centre where all the Company's Effects enter and go out, by a perpetual Circulation, and always with an inconceivable Advantage, though considerably diminished by the indirect Gains of so many principal Directors, and their Subalterns, through whose Hands all the Affairs pass, and who, in Places so distant, are apt to forget their Conditions, and think themselves Masters of those Effects, of which they are only Depositories.

The Council of *Batavia* has eight Governments subject to it, viz. that of *Ceylan* and *Coremandel*, in the occidental Peninsula of the *Ganges*; that of *Malacca*, at the Extremity of the oriental Peninsula; four on the *Molucca* Isles, which are *Macassar*, *Ambonia*, *Ternate*, and *Banda*; the eighth is that of the Cape of *Good-Hope*. After these Governments there are three Directions, each filled by a Chief with the Title of Director, the one in *Perfia*, the other at *Surat*, and the last at *Bengal*; the Director of the first resides at *Gammeron*, and has the Lodges at *Isfahan* and *Kerman* in his Dependence; that of *Surat*, where the Director resides, has under it the Lodges of *Amadabat*, *Farachia*, or *Brochia*; and that of *Bengal*, which is very extensive, has its principal Settlement at *Ougli*, where the Director resides, and has under his Direction that of *Cazembazar*, *Bellafor*, *Decca*, *Paina*, and *Chiopera*; *Pepeli* belonged to it formerly, but the Company have abandoned it for a long Time. Four well fortified Places serve to guard the Country, where are many Establishments, the chief of which bear the Title of Commanderies; of these there are two in *Ceylan*, viz. *Point Gak*, and *Jassanapatnam*; the other two are *Cockin* on the *Maabar* Coast, and *Samarang* on the Coast of *Java*.

The other factories or Lodges are those on the Coast of *Coremandel*, under the Governor of *Nagapatnam*; those of *Java* specified in this Section, under the Commander of *Samarang*; those of *Sumatra*, which are *Palimbang*, *Jambi*, and *Padang*, are independent of all others but the Government of *Batavia*; in *Fine*, those of *Siam* and *Japan*, which are *Judia* and *Ligor* for the first, and *Mangejaky* for the second; and three Lodges subject solely to the upper Regency, although their Chiefs have only the Rank of Merchant. They had formerly a Settlement at *Torquin*, but they abandoned it in 1700; so that from the preceding Account may be gathered, that of Factories subject to Governors, Directors, and Commanders, which are the most considerable ones, there are fifteen, and of the other subaltern Settlements, small and great, from fifty-three to fifty-five.

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This Island is the most fertile and populous of any in the World; here grow an inexpressible Quantity of Rice, and Cocoa Nut Trees, which are the principal Food of the Natives. All Sorts of *Indian* Fruits are found here in Plenty; the Mountains and Rivers are numerous, and so equally and commodiously distributed, that nothing better or more convenient could possibly be desired, which so fertilize the Lands, as to procure Abundance, and this the congregating of such a Number of Inhabitants, who are naturally addicted to Trade, which the many navigable Rivers here greatly contribute to their carrying on. Wild and tame Fowl abound in an extraordinary Manner, a Hen being worth no more than a Penny Sterling. Here are Stags and wild Boars in Plenty, Rhinoceros and Tigers are frequent in the Woods, which are very thick on the Mountains that garnish the Island, and these both small and great are generally cultivated. The innermost northern Coast is the best, and the most populous, on Account of its great Fertility, being also rendered the most frequented by its convenient Situation for Trade and Navigation, which is very different from the southern Coast that is the exterior Part, in Respect of the Isles of *Sunda*, and the great Sea; the Shores of this Coast are steep, full of Shoals, and Rocks, which render them difficult of Access, and but thinly inhabited. The principal trading Places along the other Coast are first,

*Bantam*, already described, after passing the Straits of *Sunda*, which are twenty-eight Leagues long, and from them to *Bantam* are five Leagues more.

*Batavia*, likewise treated of, is twenty Leagues to the Eastward of *Bantam*: And

*Cheribon*, where the *Dutch* have a well fortified Factory, is a City distant from *Batavia* forty-eight Leagues by Sea, and composed of near eight thousand Families, in as many Houses, some of Stone, others of Wood, but the greatest Part of Bamboos. This Place produces a good deal of Rice, Timber, Indigo, edible Bird's Nests, &c.

*Tagal* is another City where the Company have a Fort and Lodge, twelve Leagues to the East of the last mentioned, than which it is a little bigger, and its Buildings much the same.

*Samarang*, twenty-two Leagues from *Tagal*, and about sixty-eight from *Batavia*, is a City surrounded by a Plain, and crossed by a River that receives Barks and small Vessels between its Mouth and the City; it is the biggest on the Coast after *Bantam*, and supposed to contain more than twenty thousand Houses; the Company have a Factory and Fort here, which commands all the others that are on the Coast, the Chief bearing the Title of Commander, and is the fourth that it has in *India*. The *Chingse*, who have spread themselves on all this Coast, as well as in the other Isles, are very numerous in this Place, by whose Means the Company corresponds with the *Javan* Court kept at *Cartasura*, a good Way within Land, as the Emperor has for many Years quitted *Mataram* where he formerly resided; it is reckoned four Days' Journey from *Samarang* to *Cartasura*, and *Mataram* is another Day's Travel farther to the South.

*Torabuya* is a City on the River, a good League's Distance from the last treated of, with near six thousand Houses or Families; and at nine Leagues farther on the Coast is,

*Jopara*, a large City washed by the Sea, that may contain about ten thousand Families, where the *Dutch* have a Fort built on a River: And twelve Leagues from hence stands the City of

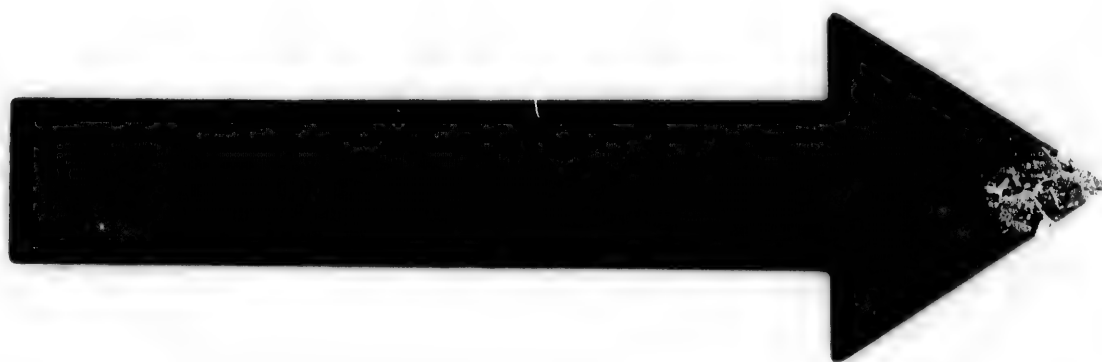
*Javana*, situated near the Sea, being full of People and Trade, with near ten thousand Houses.

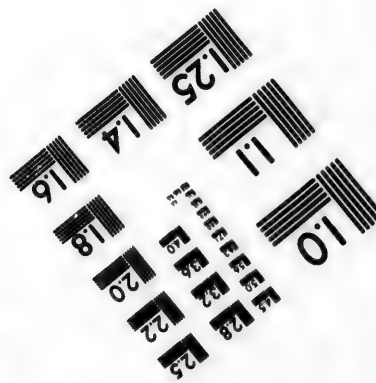
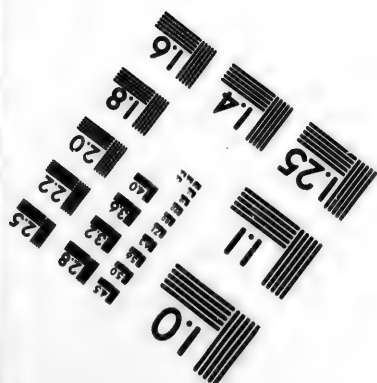
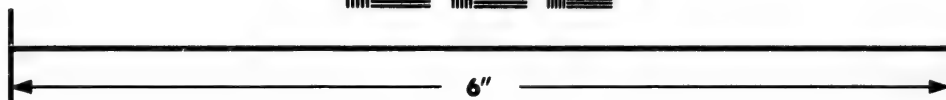
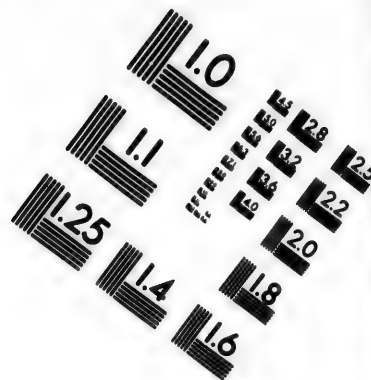
*Rambang*, or *Ramban*, is four Leagues to the East, and may contain about six thousand Houses; I have before mentioned that the Company have a Yard here for building Shallops and other small Vessels; and here is a great Trade carried on in Rice, &c.

*Touban*, lies thirteen Leagues farther, and is a City with about five thousand Families, who also furnish Trade with Plenty of Rice, and Ship Timber.

*Cianou*, three Leagues from *Touban*, is a fine old City, with above six thousand Houses, having formerly had a King of its own, and trades greatly in Rice, which grows here in Abundance.

*Sourabaya*





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*Sourabaya* is a large City twenty Leagues from *Cadainou*, seated in the Straits of *Madura*, and upon a River, a large League from the Sea. It has more than ten thousand Houses, of which a great Part are built with Stone, as the *Chinese*, who are very numerous here, always build with this Material. Its Commerce in Rice is very great, so that it can supply Trade with between two and three thousand Tons, and some Years double that Quantity; the *Dutch* have a fine Port here with a Captain's Command.

*Pasjaroavan* is a City fortified by the *Javanese*, with above ten thousand Houses. It is thirteen Leagues from the last mentioned Place, near a River, one League from the Sea, the *Dutch* having a small Fort, at some Distance from it. The Trade in Commodities of the Country's Growth consists in Carthame, or Bastard Saffron, Cattle, Fowls, Rice, and Birds' Nests, all in Abundance.

*Panaroucan* was once the Capital of a small Kingdom, and is seated on a fine River, containing about five thousand Families, with the same Trade as the two preceding.

*Balamboang*, is the last City situated at the Easternmost Part of *Java*, on a Strait formed by the Isle of *Bali*, having about ten thousand Houses built almost all with Bambo, and abounds with Rice like the other Cities.

The Fertility of this Island is inconceivably great, not having its Equal in the World; all Things are brought to Perfection here with Ease, and but little Trouble; the Days and Nights are always equal, and the Heat, which is temperate, remains continually the same, so that *Fahrenheit's* Thermometer never varies above four or five Degrees; the Earth is better, not so thirsty, and less mountainous, than in its neighbouring Islands; so that the *Chinese* are very fond of settling here, and some come for this Purpose almost every Year; they likewise render it more valuable by their Husbandry and Trade, which the *Javanese* neglect, as they are more propense to Deceit and Cozenage than Labour. This Richness of Soil makes it so populous, that one may see the Roads swarm with People in a surprizing Manner; the Rivers also, which are numerous, have their Borders thick set with Villages; and besides the Cities now described along the Shore, there are many within Land full as large and populous. It is reckoned that *Cartajoura*, where the Emperor's Court is, has upwards of thirty thousand Houses, and that *Mataram*, which is the largest City of the Isle, has sixty thousand at least; in Fine, according to what the *Dutch*, who inhabit the principal Places on the Coast, have been able to discover, there are in this Isle forty large Cities and forty-five hundred known Villages, besides others yet undiscovered by them; and by certain Memoirs it has been found, that these same Places some Years ago contained no less a Number of Inhabitants than near thirty-two Millions, including all Ages and Sexes; by which Calculation it may be seen, that this Island is three Times more populous than *France*, if the Difference of Territories be considered; as the Isle of *Java* is not altogether equal in Bigness to the Moiety of that Kingdom, which yet does not contain above twenty Millions of Souls\*.

#### OF SUMATRA.

THIS Island is about one hundred and ninety Leagues long, by sixty broad, and situated in six Degrees of Southern Latitude, ten Leagues from the Peninsula of *Malacca*, and four or five from *Java*, the Separation between the two Islands being made by the Straits of *Sunda*.

Its principal Commerce consists of Gold, Silver, Pewter, Copper, Iron, Diamonds and other precious Stones, Pepper, Wax, Honey, Camphire, Cassia, Sanders, Tortoise-shell, Brimstone, Rice, Sugar, Ginger, Benzoin, Ambergris, Jet, Dragon's Blood, and Rattans.

The Gold is found all over the Isle, but more especially between *Ticou* and *Maningcabo*, where the Inhabitants gather it in Lumps at the Foot of the Mountains after great Rains, or in the River Sands, where they get the greatest Quantity, which the Collectors, who are Demi-Savages, give in Exchange for di-

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\* Memoir MS. of Dr. Garin.

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vers Commodities with their Neighbours, as they have no Trade with Strangers; those of *Maningcabo* give in Truck Arms, Iron Tools, and Cotton Cloth; and those of *Priaman*, Pepper, Steel, Salt, *Surat* Coverlids, &c.

Almost all the Island, except the middle Part, produces Pepper, but the Places where most is gathered are *Andaageri*, *Jambi*, *Palimbang*, and above all, *Indra-Poura*; though *Ticou*, *Sillebar*, *Maningcabo*, and *Barros* yield some, but of an inferior Quality; yet a large Quantity of both Sorts are annually shipped, as well for *Europe* as *India*. The Brimstone is found at *Pedir*, where there is a Mountain of it; and near to this City it is that Refin, called *Sumatra Balm*, is collected. The Diamonds and precious Stones come from abroad, particularly from *Borneo*. The other Drugs and Commodities grow and are cultivated in the Isle, especially in the inland Parts, Benzoin being the Product of *Barros*.

Besides these Places before-mentioned, some Trade is carried on at *Achem*, *Pacem*, *Delit*, *Arou*, and *Campara*.

*Achem*, situated in the Northernmost Part of *Sumatra*, is the Capital of a large Kingdom, and almost of all the Isle; being the most healthful Place, as the others have generally a bad Air, from the Waters and Lowness of the Lands; it is here that Foreigners transact the greatest Business, and the Road is seldom without some *English*, *Dutch*, *Portuguese*, *Danish*, *Chinese*, *Guzarates*, *Arabian*, *Persian*, *Abyssin*, and other Ships, from many Places of *India* and *China*.

The Goods they bring here are Gold and Silken Stuffs, Muslins, Painted Linens, Cotton, unspun Silk, Fish, Butter, Oil, Arms, and Warlike Stores, Silver, and more especially Rice, which the *English*, *Dutch*, *Danes*, and *Chinese* bring in large Quantities, as this Part of the Isle is entirely destitute of it, white, red, and blue Salampours, Percassies, Spices, and Opium, brought from *Bengal*.

The *Dutch* have four or five Forts and Factories in the Dominions of the King of *Achem*, and those of some other petty Princes; among which are *Padang* on the Western Coast; and *Palimbang* and *Jambi*, on the Eastern, a little within Land, which in a Manner renders them Masters of the Pepper and Gold Trade.

*Jambi*, which is one of the best *Dutch* Settlements, is upon a River of the same Name, twenty-five Leagues from the Sea, from whence may be extracted above two thousand Tons of Pepper yearly, that comes from the Mountains; Cotton Cloths and Handkerchiefs are proper for this Trade, as are also Dollars, &c.

*Sillabar*, a City on the West Coast, about thirty Leagues from the Straits, belongs, as before observed, to the King of *Bantam*, and is famous for its Manufacture of *Cris*, or Poniards worn by the *Javans* and the major Part of the *Indians*, being in great Esteem, and a large Trade carried on in them.

#### Of B O R N E O.

THIS Island being nearly Circular, and near two hundred Leagues Diameter, it must consequently have a Circumference of about six hundred. It has the Isle of *Celebes* to the East, *Java* to the South, *Sumatra* to the West, and the *Philippines* to the North. Only a Part of the Coasts, especially those of the Kingdom of *Borneo*, are known, the Barbarity and Infidelity of the Islanders having disgusted the *Europeans* so as to hinder their establishing among them, or indeed to continue their Trade.

The *Dutch* first arrived there in 1609, and settled some Factories at *Borneo*, *Sambas*, and *Succadana*; but besides their not being able to obtain an Exclusion of all other Nations from trading here, as they for a long Time solicited, they so often proved the Ferocity of these Savages, who daily sought fresh Pretexes to plunder their Warehouses, and kill their Factors, that they at last forced them to abandon the Isle, and leave its Merchants to bring their Goods to *Batavia*, if they had a mind to maintain their Commerce; which principally consists of Diamonds, Gold, Pearls, Bezoar, Aloes, Wood of different Sorts, Wax, Pepper, Camphire, Benzoin, Dragon's Blood, and Rattans. The Gold is found at *Pebang*, *Sey*, *Calantan*, *Scribat*, *Catra*, and *Melanougua*, and is more abundant than is commonly imagined, but the Sloth and Knavery of the Inhabitants make them live

in extreme Poverty, amidst immense Riches, which their valuable Mines, and fertile Soil, would abundantly produce them, at the Expence of very little Labour; as their Lands would yield any of the *Indian* Fruits, and Spice in particular would flourish here to a Miracle, as Experience demonstrates in its present Growth of Clove and Nutmeg Trees, found here with every requisite Quality.

*Sambas* and *Succadana* are the Places for the Purchase of Diamonds, of which the Mine is farther within Land, and may produce about six hundred Carats yearly; here is also some of Iron, Copper, and Pewter, and whatever else *Sumatra* yields may be found here; whose Imports also are similar to those of that Island.

#### CRIMATI, or CRIMATIA

**I**S a small Island in the *Indian* Sea, about four or five Leagues distant from *Borneo*, where is a Diamond Mine, and some Pearls are found on its Coasts, both which Commodities the Inhabitants carry to sell at *Malacca*; and they are so jealous of these Jewels, as to deny any Foreigner Admittance among them.

#### Of the MOLUCCA, or MOLUCQUE ISLANDS.

**T**HESE Isles are Part of the *Oriental Archipelago*, and indeed compose a particular one themselves of more than an hundred and thirty Islands. They are divided into the great and small *Moluccas*, and these last again parted into those properly so called, and them of *Banda*. Some Authors placing also the Isle of *Amboyna* among them.

All these Islands, of which I shall speak according to this Division, were discovered by the *Portuguese* in 1511, and their Possession for some Time disputed by the *Spaniards*, in Virtue of the famous Division made by the Court of *Rome*, then the acknowledged Arbitrator in the Partition of the *East* and *West Indies*; however, by the Treaty of 1420 between those two Nations, the *Moluccas* were ceded to the former, who occupied them till 1601, when the *Dutch* newly arrived in *India* began to molest them in their Possession, and finally chased them out of all these Islands, commonly called the Spice Islands, on Account of the Growth of Nutmegs, Mace, and Cloves in many of them, and as Mr. *Savary* says, not in any other Part of the World, though Dr. Green informs us of their being produced in *Borneo*, as just now mentioned.

#### Of the Great MOLUCCA ISLES.

**T**HESE are among others *Celebes*, *Gilolo*, *Ceram*, and *Bouton*, to which *Timor* and *Arzu* ought to be added. The first is the most considerable of all, being two hundred Leagues long, by an hundred broad, which must be understood, not of one sole Isle, but of a Cluster so near to one another, that they seem to compose but one only. It encloses many Kingdoms, of which that of *Macassar* occupies the greatest Part of the Southern Coast, &c. This Kingdom is also the most fertile of any, and almost the only one where the *Europeans* have any Trade.

The Capital, celebrated for its Grandeur, Number of Inhabitants, and the Beauty of its Buildings in the *European* Taste, is situated in the Southern Part of the Isle, at five Degrees six Minutes from the Line, where the *Portuguese* formerly carried on, almost alone, one of the greatest Trades in *India*. The *Dutch* succeeded them, and by Consent of the *Macassar* King, who seemed tired of the Servitude in which the former held him, built here *Panakoke* and *Samboupo* Forts to secure their Trade, and, as they would make the *Macassars* believe, the Liberty of their Country. But these new Guests not being more tractable in Point of commercial Concerns than their Predecessors, but endeavouring to become Masters of *Macassar*, to the Exclusion of all other Nations, the *Portuguese* regained their Credit, and the *Dutch*, being near driven out, prevented the Designs of their Enemies, which they had foreseen, by appearing before *Macassar* in 1660, with a Fleet of thirty-three Sail, and after having been equally victorious at Sea, where they took, burnt, or sunk six large *Portuguese* Ships, richly laden, and on Shore, where in

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a Descent they forced Sword in Hand two Forts within Gunshot of the City, they so intimidated the King and his People, altho' the bravest in *India*, that they obliged him by a Treaty concluded at *Batavia* the same Year, never to admit the *Portuguese* again into any Part of the Kingdom, and to leave the *Hollanders* in Possession of their Forts and Trade: It was not, however, till 1669, that they could entirely subdue their restless and savage Nation, who, notwithstanding the Treaty in 1660, and another in 1667, continually interrupted their Spice Trade, by sending small Vessels to traffick with the Inhabitants of *Banda* and the *Moluccas*, in Cloves and Nutmegs, which they afterwards sold to the *English*, and maintained as the *Dutch* gave out, a Correspondence with their Enemies, to take from them *Amboyna*, one of their eight great Governments in *India*. And notwithstanding so considerable an Expence was made, and so much Blood spilt, they have not been able to establish an exclusive Trade at *Macassar*, the Port and City having remained open to all the Nations of *India* and *Europe*, excepting the *Portuguese*, who notwithstanding may now come and Trade like the others, since their Imbecility in the *Indies* no longer affords the *Dutch* any Jealousy.

The principal Commodities exported from hence are Rice in a vast Quantity, and the best in *India*; Gold, Ivory, a great deal of Brazil Wood, and some Sanders, Cotton, Camphire, various Sorts of Hard-Ware, Arms proper for the *Indies*, Ginger, long Pepper, and Pearls fished here. The Imports consist of Scarlet Cloth, Gold and Silver Stuffs, *Cambaye* Cloth, Pewter, Copper, Iron, Soap, and *Alfa-foetida*, which two last come from *Surat*.

*Gilolo* has the second Rank among the great Isles of the *Moluccan Archipelago*. Some make it two hundred Leagues, and others but an hundred and fifty Leagues in Circuit. The best Merchandize extracted from hence is Sagou, or Sago, for making Bread, without which the Inhabitants of the *Lesser Moluccas* and *Randa*, could not subsist in the Want of Rice, with which they can only be supplied from *Macassar*, &c. It is made of the Pith of a Tree like a Cocoa-Tree, and is now in great Esteem in *Europe*, as a flourishing Food for weak and valetudinarian Constitutions.

*Ceram* is not less than *Gilolo*, a Part of whose Coast has for a long Time appertained to the King of *Ternate*, and was the Occasion of a tedious War between him and the *Dutch*, on Account of the Cloves cultivated here; since the Peace made between them in 1638, this Place has shared the Fate of *Ternate* and the other Isles belonging to it. The Clove Trees have been rooted up, and the *Dutch* have built Redoubts and Forts in many Places, to impede all foreign Trade where they now have made themselves Masters. Of which more hereafter, in treating of *Ternate*.

*Bouton* is the last of the four Great *Molucca* Isles, and may have about eighty Leagues Circumference. This produces no Rice, but carries on a great Trade in Slaves, and has a small Quantity of Ambergris of a middling Quality. Its best Business is that of Tamettes, a Sort of Linen made here, proper for the *Moluccas*, where the *Dutch* carry a large Quantity yearly.

#### Of the Little MOLUCCA ISLES.

THE Islands properly called the *Moluccas* are only five, viz. *Ternate*, *Tidor*, *Macbian*, or *Makiam*, *Moter*, and *Bachian*, which compose one of the seven great *Dutch* Governments in *Asia*. The Land of these Isles lies very high, each being an entire Mountain, which begins from the Coasts, and have their Summits run to a great Elevation. They are all very small; *Ternate*, which is the Principal, not having above seven Leagues, *Macbian* near six, *Moter* only four, and *Bachian* twenty in Circuit; but this last is half Desert, and very full of Sago Trees. All these Isles are near the Line, *Macbian* is directly under it, and *Moter* more to the North. The King of *Ternate* reigned formerly, not only over these five Isles, but over the greatest Part of the *Moluccan Archipelago*, and his subjects were then obliged to bring their Spice to his Capital; and it was there that the foreign Merchants, whether *Javans*, *Malayans*, *Chinese*, and the *Portuguese*, at first, came to buy it; but a little after these latter were arrived

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in *India*, this great Power of the *Ternatois* began to shake, and the Inhabitants of *Macassar*, *Tidor*, and many other Isles having revolted and confederated, went to attack their King.

The *Portuguese*, always attentive to what might enlarge their Empire, and extend their Conquests in the *Indies*, soon mixed in the Quarrel, and improved so favourable a Conjunction to their own Advantage, obtaining thereby an Establishment in *Ternate*, even with the King's Consent; and afterwards by Right of Conquest in *Tidor*, *Machian*, *Amboyna*, *Banda*, *Timor*, and *Solor*; where they built Forts, which made them Masters of the Spiceries. In 1605, the *Dutch* appeared at *Ternate*, and the *Portuguese Ternatois* received them, and permitted their Building the Fort of *Tolucco*, one of the first they had in *India*.

This Change of Masters having in nothing sweetened the *Ternatois*' Servitude, who to the *Portuguese* Yoke had now added that of the *Dutch*, they endeavoured several Times to shake off this last, but always unsuccessfully; and were obliged to make various Treaties in 1609, 1612, and 1613, which finished the Loss of the little Liberty they had remaining, and entirely excluded all Foreigners from the *Moluccas*, securing to the *Dutch* only all the Trade of the Cloves, which grew in those Isles. This Treaty, which confirmed all preceding ones and restored to the King of *Ternate* all the Places that the *Dutch* had seized in the last War of 1638, agreed, that all the King's Subjects should quit *Amboyna*; and that this Prince should for ever renounce his Right to that Isle in Favour of the *Dutch*, with many other Articles to rivet their Slavery, and exclude all Strangers. It ought, however, to be remarked here, that this Peace was in some Sort bought by the *Dutch*, for although victorious, and Masters of one Part of the King's Territories, who, with his *Grandeers*, and brave Troops, had retired into inaccessible Places, they chose rather to submit paying them a Kind of an annual Tribute, than to risk the Clove Trade, of which they were, and are yet so jealous; as they also did in Favour of the *Onimas* and *Oroncais*, to whom they likewise yearly pay a Sort of Pension to recompence their rooting up all the Clove Trees in their Lands, and not to permit their Vassals planting any for the future; and, since the Treaty of 1638, the *Dutch* have absolutely remained in Possession of the five small *Molucca* Isles, but by various Disputes which have happened since, the Company has been obliged several Times to augment the different Pensions they paid, for the Destruction of the Clove Trees in all the Isles, as they found they had sufficient in those which grew in *Amboyna*. These Augmentations were made in 1652, 1682, and lastly in 1713, when it was finally agreed that they should pay, yearly,

To the King of <i>Ternate</i>	6600 Rix-Dollars.
To the King of <i>Tidor</i>	2400
To the King of <i>Bachian</i>	700
To the King of <i>Moter</i>	150
To the King of <i>Machian</i>	2000
To the <i>Grandeers</i> of <i>Ternate</i>	600

In all 12450 Rix-Dollars.

None of these Isles are fruitful except in Cloves, and consequently furnish nothing else to Trade: That of *Ternate* yielded formerly in a common Year between four and five hundred Bahares, of five hundred and fifty *Dutch* Pounds each, of Cloves, and near one thousand in the grand Crop, which happened every seven, or, as others say, every four Years; *Tidor* three hundred Bahares, and twelve to thirteen hundred in the good Season; *Moter* only an hundred; *Machian* three hundred; *Bachian* little more than *Moter*; but these three augmented proportionably in the good Year; *Moter* and *Bachian* yielding near four hundred, and *Machian* fifteen or sixteen hundred; but no Cloves grow there since the aforesaid Treaties. From *Ternate* a small Quantity of Tortoiseshell is exported, and a large Trade carried on there of coarse Linen, and some others with Handkerchiefs, called

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Tamettes, from *Bouton*, many Stuffs, and other Merchandize from *Europe*, for the *Dutch* in *Garrison*, or settled there.

Of the ISLES of BANDA.

THESE Islands, the only Places in the World where the Nutmegs and Mace grow, according to Mr. *Savary*, though denied by Dr. *Garcin*, as hinted at in the Introduction to the *Moluccas*, make a Part of the so often mentioned *Archipelago*, and are in the Number of those called the *Little Moluccas*. They are six, every one with its own Name under the general one of *Banda*, viz. *Lontbor*, *Neira*, *Gounong-Api*, *Poulo-Ay*, *Poulo-Rbon*, and *Roufinguin*, as Dr. *Garcin* writes them; though Mr. *Ecbard*, in his *Gazetteer*, calls them *Lanton*, *Nera*, *Genapi*, *Pulloyay*, *Palerni*, and *Baffingen*.

*Lontbor* is the largest, highest, and fullest of Nutmeg Trees; it was once called *Bandan*, by the Natives of the Country, and it is from thence that these Isles are denominated *Banda*. But after that the *Dutch* had a Factory here called *Lontbor*, which was that of a City destroyed in the ancient Wars, this Isle was called so likewise.

*Neira* is two-thirds less, and is where the Governor of the Islands resides; it is furnished with two Forts, the one called *Nassau*, and the other *Belgick*. This on a little Mountain towards the Middle of the Island, the other on the Straits, a Musket-Shot in Length, and over against the Isle of *Lontbor*.

*Gounong-Api* is about the Size of the preceding one, and not above a Stone's throw distant from it to the West; it has a large Mountain in the Middle, which occupies almost the whole Isle, and is a Volcano that burns continually ever since the End of the sixteenth Century, and gives Name to the Island, as *Gounong* in *Malayan* signifies Mountain, and *Api*, Fire.

*Poulo-Ay*, is a small Isle to the West of the three preceding ones, of which the Land is pretty plain, and very good. The Company have a Fort here called *Ravenche*, and this is as fertile in Nutmegs as *Lontbor*, if not more.

*Poulo-Rbon* and *Roufinguin*, the other two Isles, are the smallest of all, very barren, and but thinly inhabited, each having a little Redoubt guarded by some inferior Officers.

*Banda*, which is the sixth of the eight great Governments that the *Hollanders* have in *India*, lies in four Degrees and a half of South Latitude, four hundred and fifty Leagues from *Batavia*. This was one of their first Establishments in *India*, and Fort *Nassau* in the Isle of *Neira*, before mentioned, was the first they built.

Among the six Isles of *Banda*, there are but three where the Nutmegs are cultivated, viz. *Lontbor*, *Neira*, and *Poulo-Ay*, the others being too mountainous and barren; the first is the largest, and furnishes the greatest Quantity of Fruits, it having twenty-five Nutmeg Orchards, which in the best Year produce all together about 570,000 Pounds of Nutmegs, and 140,000 Pounds of Mace, growing on a Superficies of 140,000 Yards of Land. The Isle of *Neira* yields in a good Year 8000 Pounds of Nutmegs, and 2000 Pounds of Mace, from a Spot of 10,800 Yards: The Isle of *Poulo-Ay*, although very small, is in Proportion the most fertile of all, having six Orchards containing a Surface of 28,760 Yards, which produce in a favourable Season 120,000 Pounds of Nutmegs, and 30,000 Pounds of Mace. The Proprietors of these Orchards in the three Isles want the Assistance commonly of twenty-six thousand Slaves for their Cultivation and getting in the Fruit.

Of AMBOYNA.

THE Isle of *Amboyna* is situated in four Degrees twenty Minutes from the Equinoctial Line, at forty Leagues' Distance from the Isle of *Banda*, or thirty-four from *Poulo-Rbon*, the Westernmost of this Cluster, and consequently the nearest. Some Authors place it among the Number of the *Great Moluccas*, although it has not above twenty-four Leagues Circumference. It is divided in two, so that the Isthmus, which separates the two Parts, being very narrow, it

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seems to form two Isles. The largest of these two Parts is called *Hitou*; and the other not above half as big, on the Southern Side, *Leytimor*: The first is twelve Leagues long, and two and a half broad; and the other five Leagues in Length, and one and a half in its greatest Breadth. The two small Peninsulas of this Island, form a narrow Gulf between them, of a Parallel Length with *Leytimor*, and something better than a League wide, both at its Entrance and in the Middle. Besides this great Isle of *Amboyna*, there are ten small ones very near, viz. *Ceram*, *Ceram-Laout*, *Bouro*, *Amblau*, *Manipa*, *Kelang*, *Bonoa*, *Orna*, *Honimoo*, and *Noussa-Laout*; these last three bearing the Name of *Uliassers*, which, with *Amboyna*, are the only four Isles where Cloves are cultivated, the Trees in all the others, being grubbed up, as these produce sufficient to serve the whole Globe. The Company have Redoubts and Settlements in all the Islands, as well to restrain the Inhabitants from planting, as to hinder any contraband Trade from being carried on. At *Amboyna* the *Dutch* have several Forts, in one of which the Governor resides, this being the fifth of the Company's great Governments in *India*.

When the *Dutch* first became Masters of this Isle, there were very few Clove Trees in it, but they have since made such Plantations, that it now produces more than all the *Moluccas* put together. The greatest Crops are gathered at *Hitou*, *Loubou*, *Campbell*, *Leffide*, *Nau*, *Caylol*, *Cabaau*, *Larike*, *Vaccaibou*, *Ourien*, and *Affuloulo*, Part in the small, and Part in the great Isles. All the Isle is divided into several Villages, and each Village into many Orchards equally cultivated by the *Dutch* and Natives, who are each obliged to plant ten Clove Trees yearly, which has been the Occasion of so great a Multiplication, as not to leave Room for the Culture of other Fruits, Pulse, and Greens for common Use, but they are brought from abroad, especially *Batavia*. The Clove Trees of *Amboyna* and its Neighbourhood have, from one Year to another, a good and a bad Crop, which is different from the other *Moluccas*, where the other good Crop only comes every fourth Year, and sometimes every seventh. They have tried to plant Nutmeg Trees in the Isle, and have some few growing in Gardens, though they thrive very poorly. At *Victoria* there are Magazines always full of Stuffs, ready made Cloths, Cotton Cloths, and other Merchandize of *India* and *Europe*, where the Inhabitants go to furnish themselves with what they want, on which the Company make large Gains. The Provisions, Stores, and Commodities from *Batavia* are brought here yearly by two of the Company's Vessels, who on their Return laden entirely with Cloves, which some Years are produced in such Quantities, that they are obliged to burn, or throw Part of them into the Sea, proceeding from the Obligation the *Dutch* have laid themselves under to take all that the Season yields, at a Price agreed on with the Owners.

It is supposed that there are more than sixty thousand Inhabitants, of which the least Part are *Dutch*, so that these are forced to maintain large Garrisons to awe the Natives, in Case they should be dissatisfied at the Reception of their Cloves. And it may be seen at what an Expence both of Blood and Money the Company have secured to themselves this Branch of Business; and yet after all their Care and Precaution, it never has, nor ever will be, in their Power to hinder the Extraction of the Spices entirely, and in the Manner they endeavour to guard against, with so much Jealousy: I mean by partly falling into the Hands of Foreigners, through the Connivance of their own Officers and Servants. The total Number of the Clove Trees growing in all the Places before-mentioned are supposed to be about two hundred and fifty thousand, extra of the young Plants rearing, to supply the old ones' Decay; and as their Fecundity is uncertain, and greatly varying according to the different Seasons, I here add the Products of seven successive Years, that my Reader may thereby calculate the Average, viz. in 1705, two thousand and six Bahares, of five hundred and fifty Pounds, as before-mentioned; Anno 1706, twenty-six hundred and sixty-one Bahares; Anno 1707, seventeen hundred and ninety-eight Bahares; Anno 1708, six hundred and two and a half Bahares; Anno 1709, twenty-nine hundred and fifty-nine Bahares; Anno 1710, nine hundred and thirty six Bahares; and Anno 1711, thirteen hundred Bahares.

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*Timor* and *Solor* are also two Isles of the Eastern Archipelago, between the Cape of the Isle of *Celebes*, and the Isle of *Flores*, where the *Dutch* have some Trade and Forts. At *Timor* a Commerce is maintained in Slaves, Wax, and Sanders, of which latter here may be collected yearly near two thousand Bahares, of five hundred and sixty Pounds, and *Solor* produces the same Commodities, though in much less Quantities.

OF THE PHILIPPINES, or MANILLAS.

THESE Isles were discovered by the famous *Magellan* in 1520, though not settled till 1564, under the Reign of the *Spanish* Monarch *Philip II.* from whom they received their new Name. They lie in the *Indian* Sea, between *China* and the *Moluccas*, at about an hundred Leagues distance from the Coasts of *Camboya* and *Champaa*, and two hundred from the *Marianne* Islands; they composing one of the five Archipelagos in the *Oriental* Ocean, and by some are numbered in eleven hundred, though others count them as many thousands, which is undoubtedly an Exaggeration, greatly exceeding the Truth.

The Island *Manilla*, so called from its Capital, is the most considerable of all those possessed by the *Spaniards*, and the Centre of their Trade, which they extend on one Side as far as *China*, and on the other to the *American* Coasts, or the *South* Sea. This Isle, though seated under the torrid Zone, as well as the Rest of the *Philippines*, enjoys a healthful temperate Air, notwithstanding its first bad Reputation. It is the Northernmost of all these Isles, and is not less than four hundred Leagues in Circumference.

*Mindanao*, which on the contrary is the Southernmost Isle, hardly yields in Grandeur to the foregoing, but the Inhabitants in some Sort carry on a distinct Commerce, either with the *Spaniards*, when not at War with them, to *China*, *Borneo*, or the other Isles of *Sonda*, where they carry several of their Products, and return with the Commodities they want. They had also a settled Trade with the *Moluccas*, before the *Portuguese* and *Dutch* became Masters of them. The Merchandize which these People carry to all the said Places, are Gold, which they gather in their Mountains and Rivers, particularly in that of *Batuam*, Wax, Rice, Sago, Stuffs, made of a Tree's Bark, Cocoa Nuts, Sesame, Oil, Iron, Steel, and bastard Saffron. The *Spaniards* also extract from hence Timber for building their Galleons, which are larger than those of the *European* Construction; and this Isle also affords many thousand Skins, especially of Stags and Buffaloes, which are proper for the *Japan* Trade; and we might reckon among the Commodities of its Growth, Nutmegs, Cloves, Betal, Cacao, and Pepper; but the Natives omit the Cultivation of more than they want of the two first, for Fear that if they increase their Plantations, it might invite the *Dutch* among them, and put them on endeavouring to become Masters of that Business here, as they had done at the *Moluccas* and *Banda*.

Almost all the Trade the *Spaniards* transact, is managed, as before observed, in the City of *Manilla*: This Capital, the Residence of the Archbishop and the Viceroy, is situated in fourteen Degrees fifteen Minutes of Latitude, in the most Southern Part of the Isle; its Harbour is very good, spacious, and secure; and it is here where the two Galleons that lade at *Acapulco* in *New Spain* yearly arrive, and from whence they return with the succeeding Monsoon to the said Place of their Departure. It is also here that the *Chinese* and *Japanese* Vessels are continually arriving, with a great Part of the immense Riches those two Empires are possessed of, to truck them against those of the new World, of which this City is a Sort of Depositary for the East. The Time of these People's Negotiations is commonly from *December* to *April*, during which Term, thirty or forty of their largest Vessels are always seen in the Road, and in the remaining Part of the Year, four or five hundred of all Sizes, which belong to the *Spaniards* and the *Chinese* settled in the Isles, with others trading to this Archipelago. The *Portuguese* also carry on a good Trade here, and it is in this only that they make any considerable Gains, since they lost that of *Japan*; though of all the Nations who traffick here, the *Chinese* are those who carry on the greatest

greatest Commerce, and the Number of them residing here may amount to at least two thousand. The Goods which they, and other Strangers, bring here, are Silk and Cotton Stuffs of all Colours, raw and spun Silk, Cotton Wool and Thread, Gunpowder, Brimstone, Iron, Steel, Quicksilver, Copper, Wheat Flour, Walnuts, Chestnuts, Biscuit, Dates, Porcelaine, Cabinet, Escrutoires, lacquered Trunks, Rice, all Sorts of Drugs, Saltpetre, Cotton Cloth, white and coloured, Ribbon Head-dresses for the Women's Veils after their Fashion, Pewter and other Household Furniture made of it, Silk Fringes, and Thread ones of various Sorts; in fine, divers Merceries and Hardware, of *China* and *Europe*, and several Sorts of Glass Beads, which are proper for the Isle of *Mindanao*.

The Exports from the *Philippines* consist of the Products of the Country, and those brought there from *America*; the first are Gold from *Mindanao*, Wax, Honey, Tobacco, and Sugar, transplanted from the *West-Indies*, and which flourish here perfectly well, Stags', and other Animals' Skins, both wild and tame, Timber, as well for Houses as Ship Building, Plantain Cloth and Thread, several Oils, Civet, and the Animals that produce it, Palm-Wine, Bastard Saffron, Cocoa Nuts, and all the Commodities which that wonderful Tree produces; and in fine, Sago, which serves the Natives in the same Manner that it does the *Moluccans*. The Merchandizes from *America*, are the Products and Manufactures of *Peru* and *Chili*, and of all the *Spanish* Coasts in the *South Sea*, brought to *Manilla* by the Annual Galleon from *Acapulco*, but principally in Gold and Silver, which the Mines of *Potosi* and *Cibiti* furnish the East with in Abundance, notwithstanding the vast Quantity that the Flota and Galleons yearly transport to the West.

*Of the LADRONES, or ISLES of THIEVES.*

**M**R. *Savary* says these Islands were discovered in 1520, and Mr. *Echard* in 1552, by *Magellan*, after passing from the North to the South Sea by the celebrated Straits bearing his Name; he called them the Islands of *Thieves*, in *Spanish*, *Islas de Ladrones*, on Account of the petty Larceny the Natives were guilty of, in stealing a few Nails and Bits of old Iron from him, and the *Islands of Sails*, from the vast Quantity of Canoes that at once surrounded his Ship on his Arrival; they were afterwards named *Mariannas*, from *Mary Anne of Austria*, Queen of *Spain*, who sent Missionaries there in 1665, after their being taken Possession of for that Nation. They are at the Extremity of the East, or upon the utmost East bound of our Hemisphere, in that vast Expanse of Waters, that lie between *Japan*, the *Philippines*, and *Mexico*, or in other Words, between the *Oriental* and *Pacifick* Ocean; there are only fourteen, or as some say, fifteen of them known, although they are much more numerous: *Gnabans* and *Saypan* are the most considerable and populous, having, as Mr. *Savary* says, more than thirty thousand Inhabitants each, although the largest of them is not forty Leagues in Circumference, which must be a Mistake in the said Gentleman, either in the Number of the Inhabitants, or Extent of the Isles. Some have believed that they had always a Commerce with the *Tartars*; but it is certain that, before *Magellan's* Arrival, they thought themselves the only Inhabitants of the Earth, ignorant even of the Use of Fire, which they took at first for a devouring Animal, to whom an Approach was dangerous. Since the *Spaniards* have been established here, those of the *Philippines*, distant only two hundred Leagues, maintained some Trade here, and the annual *Acapulco* Ship always touches for Refreshments, which they truck against Linens, Iron, Merceries, and Hard-Ware; but this Trade is so inconsiderable, as would have induced me to pass it without Notice, had it not been to avoid neglecting the Memento of these Isles, which, by their Situation between *Asia* and *America*, may very much favour those, who carry on a Marine Traffick from the South to the East.

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*Of the Isles of JAPAN, or JAPON.*

THESE Isles lie in the Sea of *China*, between thirty-one and forty Degrees of Latitude, about two hundred and eighty Leagues distant from the Continent in some Places, though in others not above sixty. The three principal ones are *Nippon*, in which is seated *Meaco*, the most important City of the Isles for Trade, *Ximus*, or *Ximo*, and *Xicocon*, or *Xicoco*. A great Number of small circumjacent Isles surround them, though but little known to the *Europeans*, except those of *Firando*, where the *Dutch* had at first some Settlements, and that of *Bongo*, called *Cikoko*, where *Nangasaki* is built, the Seat at present of the *Dutch* Trade, and which was formerly that of the *Portuguese*, before their Expulsion from *Japan*.

It has been for a long Time controverted, whether *Nippon*, the largest of these Isles, and some others to the North of this vast Empire, do not join with *Great Tartary* or to *Jesso*, that Land newly discovered, and as yet but little known; some modern Relations however separate it by the Straits of *Sangaar* from any Continent, and more especially the Observations of that fine Chart, which the deceased Czar, *Peter the Great*, had made, to inform the Publick of this Truth, and to delineate the Lands subject to his Dominion, shew that northward they are very near to *Japan*, or at a Distance which places the one or the other, by a Strait, within Sight. That Land which lies to the North of *Japan*, is called *Jesso* by the *Japanese*, which they take to be an Island, though it is asserted by Dr. *Garcin*, to be a Peninsula joined by its northernmost Part to *Great Tartary*.

One Emperor is the sole Monarch of this vast Empire, and notwithstanding it has many Kings, these are more Titles of Honour than Ensigns of Sovereignty; those bearing them having no more Authority than Governors of Provinces, or Viceroyes. This Country has always carried on a very considerable Trade, either by Strangers coming here with their Goods, or that the *Japanese* have gone to fetch them, and carried those of their own Growth for Barter.

The Commerce of the *Chinese* with *Japan* is almost as ancient as the two Empires, and the *Siamese* and *Cambojans* did not carry on an inconsiderable one, till the *Dutch* became Masters of it, to the Downfall of that of the other three. The *Japanese* trade to *Cochinchina*, *Siam*, *Camboja*, and the *Manillas*, their principal Returns being in Silk.

The *Portuguese* were the first *Europeans* who had any Knowledge of these Isles, either, as some say, by Relation from the *Chinese*, or *Siamese*; or, as others report, that they were driven on them by a Storm in 1534, or 1543, going to *China*. The first Place they settled at was on the Coasts of *Sarunga*, pretty near the City that gives Name to the Isle; but the Shores not being good and holding, they four or five Years after, passed to the Isle of *Quisna*, near *Nangasaki*, a Post that the *Dutch* now enjoy, and carried on a yearly Trade to the Value of two hundred and forty thousand Pounds Sterling.

A Jealousy in Trade, rather than a true Interest of State, drove the *Portuguese* out of this Empire in 1636; and with them all other Christians, who were reckoned to be four hundred thousand in 1620, and the Christian Religion, which St. *Francis Xavier* had begun to preach there in 1549.

Before the Edict, which bars the Entrance to *Japan* against the Christians, the *English* were well received here, and had many Privileges granted them; but the *Dutch* found Means, by Misrepresentations, to get them among all other Christians excluded, and to continue in Possession of the Trade themselves, for which indeed they are the fittest, as most of the Products of *Japan* are sold in their other Settlements, and the Products of them brought here; though the *Dutch* were included in the general Expulsion, but had taken such Measures as to procure a Re-establishment in about three Years, when they returned, though not to *Firando* their former Settlement, but to *Nangasaki*, or rather *Dijima*, where the same Habitation was given them as had formerly belonged to the *Portuguese*, and where the Company's President has resided ever since 1641.

*Nangasaki*, Capital of the Isle of *Bongo*, or *Cikoko*, is situated in the thirty-third Degree of northern Latitude, before which lies a small Isle, separated by an Arm

of the Sea, only forty Feet wide; and for a Communication between it and the City, there is a Bridge an hundred and fifty Paces long, by fifty wide; at one End of it there is a Draw-bridge, in the Hands of the *Japanese*, which the *Dutch* are prohibited to pass, without leave from the Governor of the City, on Pain of Death; neither are any of the *Japanese* permitted to enter, except the Interpreters and Factors, with whom the Officers and Commissioners of the Lodge may only have Communication.

The whole Island is pallisadoed round, for the Security of the Company's Warehouses; four long Streets divide it, which are cross cut by some public Places; on each Side are a Number of Magazines, though the principal one is at the Gate of the Bridge, where the Goods are sold. There is another Port to the Sea Side, which is where they lade and unlade their Vessels.

The Impositions on them are very extraordinary, and what no Nation could submit to, less wedded to their Interest than the *Dutch*; but these patiently bear every Innovation and Insult, for the enchanting Premium of an hundred and fifty per Cent. that they are supposed to make by this lucrative Commerce, and which it is reckoned leaves the Company an annual clear Profit of five Millions. The two Ships that the *Hollanders* send to *Japan*, carry their Returns to *Batavia*, where the Repartition of the Goods brought there is made, according to their Propriety, for the different Markets in *India*, *Asia*, and *Europe*, that the Company trade to.

The Merchandizes of *Europe*, *India*, and *China*, fit for the Trade of *Japan*, are Scarlet and other lively coloured Cloths; Camlets of various Sorts; red Serges, Burats, a coarse woollen Stuff, Gold and Silk Brocades; Damasks; black and coloured Armoifins; Gauzes, and other Silk Stuffs; whitened and raw Silks; Cotton Thread and Wool; Embroideries; Carpets, Linens; Silk Night-Gowns ready made; *Flanders* Pack Cloth; Glafs and Earthen Bottles; Lead, Pewter, Steel; different Sorts of Aloes and Brazil Wood; white and *Muscovado* Sugar; *Cambodian* Nuts; the Skins of a Fish like a Thornback; Allum; red Leather; Capoc, a Sort of very fine Cotton, Wax, a mixed Metal called Calin; Sublimate, Cassia, Verdigris; Tea; Colours for Porcelaine; Camphire, Musk, Paper, Pepper, Spices, Elephants' Teeth, Hemp, red Wool, medicinal Drugs, Borax, Quicksilver, *China* Porcelaines; and Merceries of all Sorts from thence and *Nuremberg*; red Coral, and Stags' Skins, with those of other Animals; of which Green Hides the *Dutch* carry yearly to *Japan* two hundred thousand of Stags, and an hundred thousand of Beeves, mostly procured from *Siam*; and of which the Island of *Formosa* furnished them a Quantity whilst they remained Masters of it.

Almost all the Goods are paid for in ready Money, and a large Profit is to be made by carrying them to *China* and *Bengal*.

From *Japan* the Exports are, all Sorts of Household Furniture of painted lacquered Wood, Fans, Porcelaine, Medicinal and Dying Drugs of the Country's Growth; Copper, some Minerals, Goats' Skins, Silk and Flos; of which the *Japanese* often sell a Part, and get foreign Silks for their own Use, especially those of *China*, instead of them.

#### Of the Trade of *Jesso*.

THE Country of *Jesso*, *Yedso*, *Yeco*, *Jedio*, or *Eso*, makes only one Continent with some of the *Japan* Isles, although there have been both Navigators and Geographers, who have thought it separated by an Arm of the Sea, which the *Japanese* also affirm. Its Inhabitants and Trade were for a long Time unknown to the *Europeans*; frequenting the *Asian* Seas, and it is only since 1643, that there has been any Advices about it; gained by the Return of a *Dutch* Ship called the *Castricum*, that discovered it. The Natives of the Country, which is very mountainous, are mostly Savages, both in Form and Manners, being entirely without Religion, and almost covered with long Hairs like Bears, especially the Mountaineers, though the Inhabitants of Towns are a little more polished, and all equally under the Dominion of one Prince or Governor, who acknowledges the King of *Japan* for his Sovereign, and pays him yearly a Sort of Tribute, which he personally presents, and it consists commonly of Silver and Ostrich Feathers.

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The Trade which they carry on with the *Japanese* is not inconsiderable, and these were the only People they knew till the *Dutch* appeared among them. The Commodities which they truck with the *Japanese*, are Whales' Fat, and their Tongues smoked and dried, Furs, several Sorts of Feathers, and other Products of their Lands and Game, besides some Hemp which they spin, by holding it between their Teeth, and twisting it with the Palms of their Hands. The *Japanese* Merchants visit them once a Year, and carry them Rice, Sugar, Silk Clothes, and others of a blue Stuff called *Kangan*; Copper, Tobacco Pipes, and Boxes, Cups, varnished Pots, and other small Kitchen Utensils, Silver Pendants, and Copper Ear-rings, Hatchets, Knives; and in fine, all that they have comes from *Japan*. These People, notwithstanding their natural Savageness and Barbarity, are however very subtle and intelligent in their Trade, wherein they are truly just and faithful, without any Inclination to Theft; in general they mostly esteem Iron, and more especially those under the forty-sixth Degree prefer it in their Traffick with Strangers, to all other Commodities whatsoever.

This finishes my Account of the *Asiatick* Commerce, in which I have been as concise as the Nature of the Subject would permit; conscious of having already exceeded my proposed Limits, though I hope neither unnecessarily, nor unprofitably to my Reader, whose Information I have ever strictly consulted, rather than any Ease or Advantage to myself.

#### Of the Commerce of AMERICA.

**A**MERICA was discovered in 1492, by *Christopher Columbus*, a *Genoese*, though *Americus Vespucio*, a *Florentine* Merchant, who went there in 1497 and 1499, had the Honour to give it its Name: It is divided into two great Parts, that form a Peninsula each, and are joined by an Isthmus, hardly seventeen Leagues wide. Both are denominated from their Situation; that to the North being called *Northern America*, and that to the South *Southern*. This last is also named *Peruvian*, and the other *Mexican*, from *Peru* and *Mexico*, the two greatest Empires that the *Spaniards* conquered in this new World; whose Discovery having been made at the Expence of *Ferdinand* and *Isabella*, King and Queen of *Castile* and *Aragon*, the *Spaniards* have always pretended, that these new found Lands ought to belong to them only; but other Nations not attending the Discussion of this unjustifiable Claim, have each taken Possession of what suited their Convenience in the one and the other Part; so that the *Portuguese* at present share the Empire of *Peru* with its pretended Owners; and the *English*, *French*, *Dutch*, and *Danes*, are Masters of the greatest Parts of *Mexico*, and the Northern Isles.

*America* is almost environed by the Sea, and is denominated either *North*, or *South*, *America*, according as the Coasts it washes are situated towards either of those two Points of the Heavens; the South, being also called the *Pacifick* Sea. In the one and the other Sea, joined by the Straits of *Magellan*, *Maire*, and *Brower*, are several Isles, though many more in the North than in the South, this having none that are considerable; whilst the North has the *Bermudas*, *Lucayer*, *Antilles*, and the large Isles of *Cuba*, *St. Domingo*, or *Hispaniola*, *Jamaica*, *St. John de Porto Rico*, *Terra Nueva*, *Cape Breton*, or *Louisbourg*, and some others of less Importance, and uninhabited.

The Division of this new discovered Quarter of the Globe is as follows, viz.

The *Spaniards*, who were its first Conquerors, and who are also the best settled here, possess on the Continent all Southern *America*, except *Brazil*, belonging to the *Portuguese*, and some Places in *Chili*, *Magellan*, and the Isthmus of *Darien*, where they never have been able to subdue the *Indians*, who are therefore called *Indios bravos*, brave *Indians*.

*Spain* also occupies the best and richest Part of the Northern District to *Mississippi*, *New Albion*; and the Isles belonging to them are, *Hispaniola*, otherwise called *St. Domingo*, which the *French* share with them, *Cuba*, *Porto Rico*, *Margarita*, *Lucayer*, and some others of less Note, that the *Spaniards* only sometimes visit, without having any Colonies on them.

Next to the *Spaniards* the *English* have the most flourishing Settlements in *America*, as well for the Number of Inhabitants, and the Quantity of Ships sent there yearly, as for the valuable rich Commodities they produce.

The *French* have in *Terra Firma*, *Mississippi*, *Cayenne*, and something towards the River *Surinam*. Their Isles are, *Martinico*, *Guadeloupe*, and *Santa Croix*, among the *Antilles*. They have besides the Southern Part of *St. Domingo*, and the little Isle of *Tortuga* near to it.

The *Portuguese* only possess in *America*, the Coasts of *Brazil*, extending from the River of the *Amazon*, to that of *St. Gabriel*, near the River of *Plate*; this Coast is divided into fourteen Commanderies, of which the best known in *Europe* are *Fernambouc*, the Bay of all Saints, and *Rio Janeiro*.

The *Dutch*, so well situated in the *East-Indies*, are bad enough off in the West, where all their Colonies are reduced to those of *Saba*, *St. Eustatia*, and *Walckeren*, all the smallest Isles of the *Carribbees*; but to make them some Amends, they possess those of *Bonaire*, *Aruba*, and *Curacao*, which lying pretty near to *Carthagena*, and *Porto Bello*, furnish them with frequent Occasions of carrying on a very beneficial contraband Trade, against which the *Spanish* Governors usually shut their Eyes.

*Surinam*, at the Mouth of the River with the same Name, on the Coast of *Guaiana*, belongs also to the *Dutch*, as does *Bamrom*, *Aprouvace*, and *Berbice*, all these in *Terra Firma*, and are, as one may say, separated by *Cayenne*, appertaining to the *French*.

In fine, the *Danes* are settled in the little Isle of *St. Thomas*, where the *Hamburghers* have also a Factory. This Island is not very distant from *Porto Rico*, and they have another small one among those called the *Virgins*.

These are the only Nations settled in *America*, and having spoke of their Possessions, I shall now proceed to treat of their Trade, beginning first with that of the *Spaniards*, as Masters of a larger Share of those Parts than all the Rest put together.

The Isle of *Cuba* is the largest of the *American* North Sea, after *St. Domingo*, which however it greatly surpasses in its Riches and Commerce. It lies East and West from twenty to twenty-three Degrees of North Latitude; it is about four hundred Leagues in Circumference, and is almost cut in two by a Chain of Mountains, from whence issue several Brooks and Rivers, whose Gravel contains some fine Gold, a plain Indication of the neighbouring Mines being impregnated with that Metal, though hitherto they have remained unwrought, as well as those of Copper and Silver, supposed to be within three Miles of *St. Jago*, the Capital of the Isle; but its chief Riches are the vast Number of Hides cured here, taken from the Infinity of both its tame and wild Cattle; besides which it produces, Sugar, Tobacco, Tallow, dry Sweetmeats, Ginger, Cassia, Mastic, Aloes, Sarsaparilla, and a great Quantity of Tortoise-shell.

*Hispaniola*, more commonly called *St. Domingo*, from the Name of its Capital, is seated between the eighteenth and twentieth Degree of North Latitude, near the Middle of *Cuba*, *Jamaica*, and *Porto Rico*; from which latter it is only separated by a very narrow Strait. The principal Commodities that the *Spaniards* trade in from their Part, are Hides, Tallow, Sugar, Ginger, Cocoa, Wax, Honey, some Ambergis, *Brazil* and *Guayac* Woods, which grow here, and that of *Campêche* brought from Abroad; in fine, Lemons, Oranges, and many other Fruits, sold fresh, and of which most excellent Sweetmeats are made, both wet and dry: Here are also some Gold Mines, but since the entire Destruction of the Natives, they remain unknown, and the present Possessors have no more of this Metal, than what is found among the Gravel of the Rivers.

The City of *St. Domingo*, seated in the Southern Part of the Isle, at the Mouth of the River *Ojano*, is the Capital of the *Spaniards*' Share in *Hispaniola*, and the Staple of their Goods, either Native or Foreign; the Inhabitants of the other Towns coming here to furnish themselves with these from *Europe*, and the Continent of *America*, brought here in the Ships of that Nation, at the same Time leaving their's for Embarkation. The Salt-ponds of the Isle are almost equally divided between the *Spaniards* and the *French*, there being many in the Northern

Part, where the latter inhabit, and not fewer in the Southern, where the former have their chief Establishments: The most abundant, and from whence the best Salt is extracted, are those of the Bay of *Ocoa* and *Corodou* to the South; and them of *Caracol*, *Limonade*, and *Monte-Christo*, to the North-East. Here are also found some Mountains of Sal Gemme, but they are neglected, as well as some other Minerals, which might become, with a proper Care and Application, a considerable Object of Trade.

*Porto Rico* is situated fifteen Leagues to the Westward of *Hispaniola*, being from thirty to thirty-five Leagues long, by twenty broad, and was named, either from the Port of its Capital, which is one of the most spacious, commodious, and securest in *America*, or from the Quantity of Gold, at that Time extracted from the Mines of this Isle.

There is now but little of this precious Ore appears in the Commercial Transactions of the Isle, the Mines having been either exhausted, or neglected for Want of Workmen; here is, however, always some little collected in the River-Sand, and particularly in the Torrents that fall from the Mountains, and most abundantly in those of *Mantanabow* and *Cecubo*.

The chief Trade carried on here, consists of Sugar, Ginger, Hides, Cotton, Wool, and Thread; Cassia, Mastick, Guayac, Mays, Salt, of which here are excellent Ponds, Oranges, and Lemons, fresh or preserved, and all Sorts of Cattle. Its principal Cities are, *Porto Rico*, the Capital, *St. Germain*, *Arezibo*, and *Guddiamila*, though the first is where all the Business of the Isle is carried on.

*Margarita*, or *Pearl Island*, on the Coast of *South America*, at eleven Degrees of North Latitude, was for a long Time famous for the Fishery of Pearls, but has been deserted ever since the Middle of the seventeenth Century, and this Business transferred to *La Rancheria*, in the River of *La Hacha*, where the *Spaniards* sent ten or twelve Barks yearly from *Cartagena*, convoyed by a Man of War of twenty-four Guns, with proper Divers for the Oysters.

*Of the Trade on the Coast of SPANISH AMERICA in the NORTH SEA.*

It would undoubtedly be too long, and an unprofitable Attempt, to enter into an exact Detail of all the Maritime Towns, where any Trade is carried on, in this Part of the *Spanish* Dominions; I shall therefore describe those Places which serve as Staples, or publick Storehouses, and where the Flota, Gallions, and Register Ships, come to deliver their *European* Goods, and relade those of *America*.

The Chief of these Cities in the North Sea, are *Porto Bello*, for *Peru* and *Castile d'Or*, or *New Castile*; *Cartagena*, for *New Grenada*, and Part of *Guatemala*; *Vera Cruz*, for all *Mexico*; *Porto Cavallo*, for the *Honduras*, and the other Part of *Guatemala*; *Maracaibo* for *Venezuela*, and the neighbouring Provinces; *Buenos Ayres*, for *Paraguay* and *Chili*; and some others of less Consequence.

*Porto Bello* is no ancient City, having been built in 1584, to serve as a Retreat for the Gallions, instead of *Nombre de Dios*, seated less advantageously, and where bad Air exposed both the *Europeans* and the *American* Merchants to many Disorders, when their Traffick obliged them to meet at this unhealthy Place; though the former is but small, and almost as unwholesome as the other.

It is here that the Fair is held, for a Month or six Weeks, while the Gallions stay, when the principal Dealers return to *Panama*, where they reside all the Rest of the Year. The Concourse is so great at *Porto Bello*, during the Fair, that the smallest Shop often lets for a thousand, and a middling Chamber for an hundred and twenty Dollars, only for the short Time it lasts; Provisions also augment proportionably, and commonly two thousand Mules are employed in bringing the Goods from *Panama*, and returning with those from *Europe*, the Distance between the two Places being about eighteen or twenty Leagues; the chief of what they bring from *Panama* on the said two thousand Mules, is Gold and Silver,



ver, which is delivered at the Place of the Fair, and after being there weighed, and marked by the proper Officers, is thrown by with as much Neglect, till embarked, in the Corner of some Warehouses, as Pigs of Lead are in the Countries where they abound.

I have already mentioned, under the Article of the *Spanish* Trade, what Commodities were proper for the *West-Indies*, and shall now add, that the Returns from *Porto Bello* are in the aforelaid precious Metals, Indigo, Cochineal, Cacao, now brought only by the *Caraccas*, or *Guipuscoa* Company, Sugar, Tobacco, Hides, &c. The King's Revenues, being one-fifth of all Gold and Silver, are generally sent home by the Galleons, as well as what appertains to Particulars, and which is delivered these latter at *Cadiz*, after Payment of such Duties as the King thinks proper to impose.

*Cartagena* is one of the four Provinces of *New Castile*, whose Capital, with the same Name, is seated on the *North Sea*, though very distant from *Porto Bello*, to which it is hardly inferior for its Trade, and greatly exceeds it in Grandeur, Populousness, and Riches. It is one of the best Ports in the World, and therefore made Use of by the Galleons for Wintering, when they are obliged to pass that Season in these Parts, and where they often call on these Occasions; besides which, this Place maintains a great Trade with almost all the Provinces of *Mexico* and *Peru*, and no small contraband one with *Jamaica* and *Curacao*. It is here also, that the Revenue of his Catholic Majesty, and the Effects of Particulars, are brought from *New Castile*, and the other three Provinces of that Kingdom, to be sent Home by the Galleons; these Commodities are Gold, Silver, Drugs, Medicinal Plants, Spices, and all others mentioned to be shipped from *Porto Bello*, besides some Emeralds from the Mines, near the City of *St. Fél de Bogatto*.

*Vera Cruz*, called also *St. John de Ulhua*, from the Name of its Port, is situated at the Bottom of the Gulf of *Mexico*, in the Nook formed by the *Yucatan*; and is in some Manner a City of the greatest Trade in all the *Spanish America*, either on the one, or the other Sea; its Merchants sending their Ships in all the Northern Ocean, and to the Isles of *Cuba* and *St. Domingo*, to *Yucatan*, *Porto Bello*, *Cartagena*, and all other *Spanish* Places where any Trade is carried on: And though so extensive a Traffick might suffice to enrich a much larger City than this, it is however the least Object of its Inhabitants' Commerce, as it is here, if I may be allowed the Expression, that all the Riches of the Old and New World unite; those of the first brought annually in from the *Manillas*, and *East-Indies*, by the Way of *Acapulco*; and from *Europe*, by the Flota; and the Products of the latter, collected here from all Parts of *Mexico*, to be forwarded to *Old Spain*. The Number of Inhabitants is not very considerable, as they hardly exceed three thousand; but these are all Merchants, or Factors to those of *Mexico*, among which are many who have three or four hundred thousand Dollars to employ.

The Fair begins on the Flota's Arrival, and lasts as long as it stays here, when the Concourse is very great; and in Case its Detention is all the Winter, which sometimes happens, this is the Place it remains at; though it generally lades in *April*, and departs in *May*, if the Weather permits; if not, continues here till *August*, according as Winds and other Circumstances are favourable, or otherwise.

*Porto Cavallo* is the Place where all the Trade carried on between *Spain* and the *North Sea* with *Guatemala*, a large Province of *Mexico* in the *South Sea*, is transacted. Its Inhabitants are almost all Factors to the Merchants of *Guatemala*, and their Houses Magazines for the Reception of their Goods, being a Port of greater Commerce than any in the Gulf of *Honduras*, at whose Bottom it is seated pretty near to *Rio Dulce*, called also the River of *Guatemala*. The *Spanish* Ship that brings the *European* Merchandize here, is one of the Registers, commonly of seven or eight hundred Tons' Burthen, laden, as I have formerly mentioned, with Iron, Steel, Paper, for writing and print, Linens, fine Cloths, Silks, Saffron, Oil, Serges, Ribbons, Thread, and some small Hard-Wares, Merceries, and Glass Beads for the *Indians*.

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The Goods which come from *Guatemala*, are Gold, Silver, Cochineal, Indigo, Hides, Sarsaparilla, Jalap, Mechoacum, Cotton, Balm, a Specie of Petrole Oil, &c.

• *Maracaibo* is the Name of a great Lake, at the Extremity of the Bay of *Venezuela*, as also of the principal Town that the *Spaniards* have on it; which, though but small, is well built in the modern Taste: It has a most excellent Harbour, and its Merchants are so rich, as to build, fit out, and lade their own Vessels for all Parts of *America*, and send them even to *Spain*. This City has the Privilege of a yearly Register-Ship to lade the Products of the Country, and bring those from *Europe* fit for this Market. It is also the Depositary for the Goods from *Merida*, and of some other Places on the Frontiers of *New Granada*, and *Venezuela*, eighteen, or as others will have it, forty Leagues from *Gibraltar*, a large Town on the Lake, where the chief Merchants of *Maracaibo* have their Estates. It is from *Merida* that all the Gold, Silver, and precious Stones, are brought to *Maracaibo*, and from *Gibraltar*, the best Tobacco, and the most excellent Cacao, that all the Continent of *America* produces.

The Commodities proper for the Bay of *Venezuela*, and the Lake of *Maracaibo*, are Linens, Silks, Wines, Tools for Agriculture, some Hard Ware, and small Mercery, and many other of those I have formerly mentioned.

*Buenos Ayres*, situated in the thirty-fifth Degree of South Latitude, is built on the Southern Bank of the great River of *Plate*, on the Declivity of a little Hill, at the Mouth of a small River, falling into the great one. It contains near four thousand Houses, all Earth, except fifty Bricks; its Inhabitants are rich, and owe their Riches to the great Trade they drive, both at Home and Abroad.

Its inland Trade is with *Paraguay*, *Chili*, and *Peru*; and the foreign one, first, with *Brazil*, where the Merchants send their Ships, although they will admit no *Portuguese* into their Ports. Secondly, with the *Spaniards* of *Europe*, who lade several Register Ships, to bring here all such Goods as I have mentioned to be fit for *Porto Bello*. Thirdly, with the *English* when the *Affiento* Trade subsisted; and fourthly, here come many Vessels from several Parts of *Spanish America*.

The chief Commodities exported from *Buenos Ayres*, are Hides, of which vast Quantities are shipped here, Cochineal in small Cakes, and *Vigean* Wool, both from *Peru*, *Coquimbo* Copper, *Paraguay* Herb Tobacco, Loaf and Muscovado Sugar, Cotton Thread, yellow Wax, and what else the Cities of *Paraguay* and *las Corrientes* produce; in Truck of which the Inhabitants of those two Places take Knives, Scissars, Ribbons, Taffeties, Linens of *Bretagne*, flowered ditto of *Rouen*, Silk Stockings, *English* coloured Flannels, grey Castor Hats, Silk Stuffs, Cloth, and *Peru* or *Quito* Flannels, as no Cash ever comes from or goes to either of the said Cities.

The Bay of *Campeche*, and the Coast of *Caracas*, ought also to have a Place among the trading one of *Spanish America* in the North Sea, as the first abounds with Logwood, the Dying Wood, so much esteemed in *Europe* for Blacks, and Violets. The City of *Campeche*, which is the Capital of the Country, is seated in twenty-nine Degrees of Latitude, and the only one that there is, from Cape *Catoche* to *Vera Cruz*. The Goods extracted from hence, besides the aforesaid Woods, are Timber for Building, Wax, Sugar, Cassia, Sarsaparilla, and Hides.

The *Caracca* Coast is fruitful in that Sort of Nut, wherewith Chocolate is made, and though it seems a long Chain of Mountains, yet it has many Vallies, where the Inhabitants of *Caracca*, Capital of the Country, maintain their Slaves to cultivate the said Nut Trees which produce the Cacao less in Size than what is gathered in other Parts, yet this is esteemed the best in Quality of all that *America* yields.

This Coast affords little Trade besides this Fruit, though here are some Hides and Silver, but these are contraband Commodities; and the Goods most vendible here, are several Sorts of Linens from *Europe*, and Calicoes from *India*, Brandy, Earthen Ware, and several other Manufactures of *England*, *France*, and *Holland*.

*Of the Commerce of the SPANISH AMERICAN Coasts in the SOUTH SEA.*

THAT Part of the Ocean, entered from the North Sea, by the Straits of Magellan, Maire, and Bowers, and which washes the Meridional Coasts of America, from the said Straits to the Isle of California, is called the South Sea; it is also called the Red Sea, the Pacifick Sea, the Sea of California, and the Sea of Jesso; but this is only when a Part is to be specified, the Name of the South Sea comprehending the whole, when speaking in general.

The principal Cities which the Spaniards possess on these Coasts, and where they carry on the greatest Trade, going up them from Chili to New Spain, are *Baldivia*, the *Conception*, *Valparaiso*, *Arica*, *Lima*, and *Callao* its Port, *Panama*, *Acapulco*, and *La Navidad*; besides which principal Places, here are a Multiplicity of small Ports between them, that either serve for lading Places to some inland Cities, or for carrying on a coasting Trade, with the Products of each particular District; the chief of which are *Auroca*, *Lavelia*, *Guarme*, *Paita*, *Rio-Tomba*, *Selaques*, the *Trinity*, *St. Michael*, *Tomaco*, *Sansonnat*, *Sagno*, *Nasca*, *Pisca*, *Pachacama*, *Barbacoa*, *Tecoantepeque*, *Nicoya*, *Chiricito*, and some others.

*Baldivia*, *La Conception*, and *Valparaiso*, are situated on the Coast of *Chili*, and it is in their Ports that all the Trade of this Kingdom with that of *Peru* is transacted, as the Way by Land, although shorter, is both more difficult and dangerous, on Account of the Mountains to be crossed, which are almost all desert, and so difficult of Access, by the extreme Cold always reigning here, that there are but few Merchants who care to run the Hazards of them; and the other Road by the Desert of *Datacoma*, notwithstanding it is the shortest, is not less difficult through the Want of fresh Water.

*Baldivia* is the first City found on the Coast, after passing the Straits of Magellan, and is seated two Leagues from the Sea, in the fortieth Degree of Latitude, between the Branches of two Rivers, which at their Mouth form one of the finest and securest Ports on all this Coast. The Gold Mines, which are not very distant, and more abundant and rich than any other of *Chili*, rendered it formerly very famous, but the Revolt of the *Arauco Indians*, who invaded and took it in 1599, and whom the Spaniards have not been able to subdue since, has greatly diminished its Reputation and Trade, although these latter are re-established here, and maintain a Garrison of two hundred Men. Its principal Trade by Sea is to *Lima* the Capital of *Peru*, where they yearly send eight or ten Vessels of four or five hundred Tons, laden with all the Products of the Country, among which are Beef and Goats' Skins, Tallow, Salt Meat and Wheat. And the Returns made by these Ships are in Wines, Sugar, Cacao, Spices, and all Sorts of European Merchandize, that arrive from *Porto Bello* to *Lima*, by Way of *Panama*. Its Inland Commerce is to *St. Jago*, Capital of *Chili*, through which it receives from *Buenos Ayres* the various Commodities mentioned in treating of the Trade of that famous City.

*La Conception*, reckoned the second City of *Chili*, counting *Baldivia* for the third, and *St. Jago* for the first, is seventy Leagues from this last, and sixty from the other. Its Port, in Form of a Horse-shoe, and from thence called by the Spaniards *Herradura*, is five Leagues from the City, to which light Vessels go up by the River *Andalien* which crosses it. The Mines of *Quilacoya*, and *Quilacura*, are only four Leagues distant, and the principal washing Places of the Kingdom much about the same; it is here that on separating the Earth from the Metal by this Lotion, that those Lumps of Gold are discovered, which are of the greatest Purity, and so much enrich the fortunate Finders: And which, as well as all that is extracted from the Mines, is carried to the Mint at *St. Jago*, to pay the King's one fifth, which is sent with the Rest of the Royal Revenue to *Lima*. The Natives breed a great Quantity of large Cattle and Goats, the Skins of which last they make into Cordovans, and send these with the other Hides to *Lima*, from whence, by *Panama* and the River *Chagre*, they are transported to the North Sea. The other Commodities in which they trade being much the same as those of *Baldivia*, with the Exception of Wool and Cloth, and other

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*Valparaiso* is seated in a Bay of the same Name, at the Mouth of the River *Topocalma*, and serves as the Port to *St. Jago*, the Capital of *Chili*, built on the same River, fifteen Leagues from the Sea. This Port is one of the safest and most commodious of those on the South Coast, and is where all the King's Revenue of *Chili* is embarked for Peru, as also the Effects of Particulars destined for the North Sea, consisting especially of Gold, drawn from the Mines near *Baldovia* and the *Conception*, or those of *Tijtil*, which are between *Valparaiso* and *St. Jago*. There are also carried to *Lima* Turquoises, which are found in an excellent Rock, opened in the Valley of *Copiapu*, in the Northern Part of *Chili*.

*Quintero* and *Coquimbo* are also two maritime Cities of *Chili*, where some Business is transacted, especially at this last, in whose Neighbourhood is a Copper Mine, producing Metal with which all the Artillery of Peru and *Chili* is cast.

*Arica*, although it is the least considerable City in Peru, for the Number of its Inhabitants, and Beauty of its Buildings, there is scarcely any Place which, in so small a Time, transacts so rich a Commerce, its Warehouses being, for fifteen Days, the Depositaries of all the Treasures from *Potosi*; and the Silver Fleet, which yearly sails with the King's Revenue, and the Mines' Produce for *Lima*, to be afterwards forwarded by the Way of *Panama* to *Porto-Bello*, in the North Sea, for the Galleons. This Treasure is brought from *Potosi* to *Arica* in March; and in June the *Lima* Ships come to lade it. The City is situated in eighteen Degrees forty Minutes of Latitude, seventy Leagues from the City of *Potosi*, to which it however serves for a lading Place, as before-mentioned.

The Merchandizes which are brought from *Lima*, and other Ports of Peru, to *Arica* for *Potosi*, are European Cloths and Serges, with others from *Quito*, where the best Woollen Manufactures are of all Peru. Gold, Silver, Silk, and Cotton Stuffs; these made in the Country, and the others coming from Spain by the Galleons, Flour, Wheat, Maiz, or Indian Wheat, Acicoca, an Herb serving instead of Paraguay, *Ariquipa* Wines, the best of Peru, where the King of Spain permits the planting Vineyards, Oil, Olives, Butter, Cheese, Sugar, Salt, Quicksilver, Sweetmeats, Syrups, and all Sorts of Hard-Ware, and Iron Utensils for the Service of the House and Mines; all which are paid for in the latter's Argentine Produce; as the City of *Potosi*, called also an imperial City, being seated in a Country so barren and unfruitful, would furnish nothing to Trade, if its Mountains did not cover those inexhaustible Silver Mines they do.

It is also owing to the Richness of its Mines that this City is the finest, most populous, and abundant in all Things, of any one in Peru; its Inhabitants amounting to more than sixty thousand, among which are at least ten thousand Spaniards. And its Markets, Warehouses, and Shops, are ever full of all Sorts of Fruits, Sweetmeats, Wines, Stuffs, Jewels, European and Indian Curiosities, with an Infinitude of other Merchandizes and Wares, to gratify both the Taste and Sight, subserving as well to Pleasure and Use as Ornament; although, as has been said, none of these Things grow; or are the natural Products of the Country.

*Lima*, called also by the Spaniards *Ciudad de los Reyes*, is the Capital of Peru, and seated two Leagues from the South Sea, being a Place of the greatest Trade in all this Part of America. The Riches of Peru and *Chili* are brought here from the Ports of *La Concepcion* and *Arica*, where they are collected; and the greatest Part of the Goods that arrive from Europe at *Porto-Bello*, and *La Vera Cruz*, are also brought here from the one by the Ships of *Panama*, and from the other by those of *Acapulco*. The Inland Commerce of this City is not less than its foreign one; and if it maintains this latter with all the Places on the South Sea Coasts, from *Chili* to *New Spain*, its home Traffick is equally extensive, as it does not only spread to all the Provinces that compose the Empire of Peru, but to all the other Kingdoms of Southern America, even to *Buenos Ayres* and *Carthagena* on the North Sea.

The Trade of *Lima* is carried on, partly by Spaniards, and partly by Indians, these latter having more Liberty here than in any other Place of the King of Spain's

*Spain's* Dominions, on Payment only of a small Tribute twice a Year. It is these that do all the servile Work, and are the sole Mechanicks and Husbandmen, the *Spaniards* thinking it beneath them to stoop to such Offices, and only engaging in the more valuable Branches of Trade, such as Gold and Silver, Silks, *European* Cloth, &c. with which, and indeed with every other Conveniency of Life, this City is so well supplied, as would induce a Belief, that this Plenty could only be the Product of the Country. The Gold comes here from *Cbili*, *New Castile*, *Cusco*, and some other Provinces of *Peru*; the Silver from the Mines of *Potosi*, and those of *Oruco*, *Tarapaca*, and *Chocobocora*; and the Quicksilver from *Europe* and *Juancabeluca*, forty Leagues from *Lima*. They get the Country Stuffs from *Quito*, and from the Mountain Towns, which are in the Neighbourhood of their Capital. The Wines are brought them from *Arequipa*, *Yca*, *Cisca*, and *Najca*; as the Cattle are from *Xaxra*, *Cusco*, *Caneto*, and *Guemangua*. The Sugars, Sweetmeats, Syrups, and Preserves, are made at *Jamanga*, and *Gnara*. The Wheat, Flour, and Maize, come from this same Place, *Varancas*, and the Villages near to *Lima*; Dry Fish from *Pieta*; Carpenter's Wood from *Guyaquil*, though cut on the Side of *Gallo*, near to it; and Salt from the Ponds of *Gnara*, &c. Oil and Olives from almost all the Ports of the Coasts between *Arica* and *Lima*.

Pearls are brought from the Pearl Islands in the South Sea, and Part from *Panama*, of the Fishery of *Rancherie*, also formerly of *Margarita*, in the North Sea; and precious Stones are found in many Rocks, Mines, and Rivers of *Peru*.

All the Gold and Silver Mines are so rich and abundant, that, as it is asserted, the King of *Spain* has in less than fifty Years received for his one-fifth, of only those of *Potosi*, one hundred and eleven Millions of Dollars.

*Calao*, as before-mentioned, the Port to *Lima*, is two Leagues from the City, spacious and very secure, without Rocks or Shallows. It has two Channels, the one for large Ships, on doubling the Isle of *Lobos* that covers it; and the other for Barks, or small Vessels, by a Strait between the Continent and the Island. The City lies along the Bank, and all its Inhabitants, above two thousand, are either *Lima* Factors, Carriers, Sailors, or Inn-keepers, as its Buildings are Warehouses for the Reception and Deposit of the Goods that arrive from *Acapulco*, *Panama*, *Arica*, and the *Concepciones*, or Inns to accommodate the Merchants who arrive from all Parts, when the Fleets come here to lade or discharge. Two Fleets, both called the same, Plate Fleets, are annually fitted out in this Port, the one for *Arica*, and the other afterwards for *Panama*. The first sails towards the End of *February*, and after having laden the Silver of the *Potosian* Mines, returns to *Lima* in about a Month, or by the Beginning of *April*, near the same Time that the Vessels from *Valparaiso* bring here the Revenues of *Cbili*. As soon as this Fleet is returned, and the *Cbili* Vessels are arrived, they unlade the Goods, to wait a proper Season for the Voyage to *Panama*; the least valuable are put in Warehouses, and the Gold and Silver, with what else is precious, sent to *Lima* in Carts, or on Beasts of Burthen, with which the Road from *Calao* to that City, is nearly full during the whole Year, more especially in the three or four Months of the Fleet's Arrival and Departure. Also in the Months of *March* and *April* there arrive at *Lima* by Land, Gold, Silver, and the Merchandize of all the Provinces of *Peru*, that are destined for *Porto Bello*, and which must be ready for the Sailing of the *Panama* Fleet.

The Departure of this second Fleet is always at the Beginning of *May*; and it is commonly two-thirds bigger or stronger, both in Merchant Ships and Men of War, than the other; because, besides the Riches of *Potosi*, which the Fleet of *Arica* only brought, that for *Panama* carries also all the Revenues of the King and Particulars' Effects from *Cbili*, *Peru*, and a great many of the other Kingdoms of *South America*. And it is by Return of this Fleet, that all the Goods destined for *Peru* and *Cbili* are brought; and from thence sent either by Sea or Land to the Places they are confined to.

Besides the Fleets before-mentioned, there is yearly equipped at *Calao* a Twenty-Gun Ship for *Acapulco*, a famous Port in *New Spain*, by which the *Spaniards* of *Mexico* maintain a great Trade with the *Philippines*, and receive a large Quantit

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of Goods from *India* and *China*. This Vessel arrives at *Acapulco* a little before *Christmas*, and carries there Cacao, Dollars, and Quicksilver; in Return of which she brings back Spice, Silks, Chints, Calicoes, and a few other *Indian* Commodities; though this Trade is prohibited to all others but to those concerned in the said Ship; the Court of *Spain* having interdicted it to all the Rest of *Peru*, under very severe Penalties, for Fear of hurting that which *South America* carries on with *Spain* by Way of *Panama* and *Porto-Bello*.

This was the Situation of *Calao* before the Earthquake, which with an Inundation of the Sea, that happened at the same Time, destroyed every Person in the Town, except one Man, who crept up the Flag-Staff, and dropped from thence into a Canoe, which floated under it. As this happened before the Peace of *Aix-la-Chapelle*, it is not doubted but the Damage is repaired in some Measure, but it is so difficult to get Accounts from that Country, that nothing can be said with Certainty.

The chief Places with which the *Spaniards* maintain a regular Commerce on this vast Extent of Coast, are *Leon*, *Guayaquil*, *Truxillo*, *Leoparso*, *Lavillia*, *Nicoya*, *Chiriquita*, *Paita*, *Sagna*, *Nasca*, *Pisca*, and *Pachacama*, of which the first produces Sugar, Cattle, Hides, Pitch, Resin, and excellent Cordage, besides Plenty of Timber for Ships, whereof more are built here than at any Place in the South Seas, except that I am just going to mention.

*Guayaquil*, in the Province of *Quito*, whose Products are Gold, precious Stones, Cacao, Green Hides, Tallow, Sarsaparilla, Woollen Stuffs of the Country Make, Saltpetre, Brimstone, and Wood, worked up in the Ship-Yards of this Place; it also produces Cacao in such Plenty, that there is hardly a Year in which thirty thousand Bales, of eighty-one Pounds each, are not shipped off, and sometimes the Quantity is doubled. The Goods imported here from *Lima* are Wine, Oil, Spice, and other *European* Commodities.

*Truxillo* is six Leagues from the South Sea, having a Port called *Guanchaco*, the most difficult to enter, and the most unsafe of any on the Coast. Its chief Trade consists in Wheat, Flour, Wine, Sugar, Sweetmeats, especially Quince Marmalade in Casks, Cattle, Horses, Mules, &c.

*Leoparso* is situated in the Bay of *Caldaria*, two Leagues from the Sea; it is the Port to *Carthage*, a City of *South America*, in the Province of *Quimbaia*, twenty-four Leagues distant from it, and formerly had a good Trade, but it is now reduced to some Sugar, Hides, and Provisions, for *Lima*.

*Panama*; of all the Cities I have hitherto treated that trade with *Lima*, none have supplied it with other Commodities than those of their own Growth and Manufactures except *Acapulco*; but a quite different Commerce is transacted from *Panama*. Before the City was taken, pillaged, and burnt, in 1673, by Sir *Henry Morgan*, it was seated on the Shore of the South Sea, at nine Degrees of North Latitude; but the new one is built at four Leagues distance from the Ruins; more magnificent, better fortified, and with a greater Number of Inhabitants. It gives Name to a large Bay in which it is built, and to the Isthmus, that, separating the two Seas, joins the Meridional to the Septentrional *America*, and is equally famous for its Land Trade with *Porto-Bello*, on the North Sea, and its maritime Negotiations with *Lima* on the South Sea, collecting in its Warehouses all the Goods that the Galleons bring from *Europe*, as well as all the Riches of *Chili* and *Peru*, which come by the Plate Fleet; and although it at all Times carries on a very considerable Commerce, and has its Road always filled with a great Number of Vessels; it is, nevertheless, on the Plate Fleet's Arrival, and with the Goods by the Gallies, that the greatest Concourse of Merchants meet here, and the Trade is most flourishing, being then that the Fair is held, which attracts both the Nobility and Commonalty of the Neighbourhood to assemble and increase the Throng.

As soon as the Galleons touch at *Carthage*, where they remain some Time before they proceed to *Porto-Bello*, a Courier is dispatched to *Lima*; and on the Receipt of this Advice, the Viceroy orders the Plate-Fleet afore-mentioned to be laden and dispatched, under Convoy of four or five Men of War; whilst the President of *Panama*, on his Part, directs the providing Mules for the Carriage of a Part

a Part of the Treasure by Land, and Barks for the Conveyance of the Remainder by the River *Chagre* to *Porto-Bello*, that no Time may be lost, as the Galleons only remain there about a Month, during which Time every Negotiation must be transacted. It is computed that the King's Effects laden on the Galleons, commonly amount to three Millions of Pieces of Eight in a common Year; and that the Merchants' registered Effects are three or four Times as much, extra of what is shipped clandestinely. All the Galleons must be ready to sail the thirtieth Day after Arrival, otherwise they run a Risk of being left behind; however, the Admiral commonly grants an Addition of eight Days, which is of great Relief to the Merchants, and nothing disadvantageous to himself, as this Benefit is always procured by the Intervention of a considerable Present. The Goods proper for this Voyage have been already described in the Article of the *Spanish* Trade, so I shall only add here, that all Iron Instruments, such as Hoes, Axes, Hatchets, Anvils, &c. Spice, Wine, Oil, Laces, and Gold and Silver Stuffs, are likewise proper Objects of this Trade.

The maritime Towns, where, next to *Lima*, the Merchants of *Panama* carry on their Trade, are *Lavillia*, which furnishes it with Hogs, Poultry, salt Beef, and Sirops; *Paita*, or rather *Piura*, to which the other is the Port, whence are exported Wine, Oil, Flour, Sugar, Soap, and Goat Skins, made into Cordoans; *Realejo*, yielding Brandy, Sugar, Oil, Flour, and Wine; *Galio*, *Tomago*, and *Chiloe*, three Islands producing yearly a large Quantity of Timber and Boards; *Pijca*, fruitful in excellent Vineyards; *Truxillo*, abundant in Wheat, Flour, and Sugar; *Oicoya*, where are Plenty of Shipwrights and Yards, as also a Quantity of Cattle, Hides, Wheat, and Red Wood, or Nicaragua. There are also some *Panama* Barks, which go yearly to fish for Pearls at the Isle of *Gorgona*; this being the only Place where they are found in the South Sea; those called the Pearl Islands, within twelve Leagues of *Panama*, now producing none.

*Tecoantepeque*, *La Trinidad*, *Vatulco*, and *Realejo*, are Places also on this Coast between *Panama* and *Acapulco*, which serve for Ports, where all the Traffick of *Guatemala*, *Leon*, *Quaxaca*, *Nicarague*, and some other Provinces of *New Spain* is transacted, which consists in Cacao, Vanillas, Achiot or Rocou a Dying Herb, Indigo, Cochineal, Hides, Wheat, Maiz, Wool, Sugar, Cotton, Salt, Honey, Cassia, Wax, and in some other of the Products of *Mexico*.

*Acapulco* is next to the Port of *Tecoantepeque*, and seated seventeen Degrees North of the Line. It is the Western Port to the City of *Mexico*, as *Vera Cruz* is the Northern; and the principal Places of its Trade are *Peru*, the *Philippines*, and the Coasts nearest to *Mexico*; the Commerce of which latter is entirely negotiated through the last four mentioned Places, and some other small Harbours, where the Merchants of *Acapulco* send their Goods on light Vessels, to extract Provisions and Refreshments, although they receive large Parcels by Land on Mules, particularly Flour, Chocolate, small Cheese, Salt Meat, and all Sorts of such Provisions, for which they have daily a Market; and the Cattle they want comes the same Way. I have also treated of the Trade between *Acapulco* and *Peru*; and though that between the Northern and Southern *America* is open and free, yet the Inhabitants of this City make but little Use of it, their Commerce being only extended to the Places on the Coast, so that what is transacted between this and the *Manillas*, is what gives it Reputation, and which is carried on, in only two Ships of eight hundred or a thousand Ton each; whereof one is always in lading at the *Philippines*, and sails on its Return, as soon as its Twin Vessel arrives, a Convoy being assigned them, of a twenty-eight Gun Ship, and they mounting forty each. Their Cargo from *Acapulco* consists partly of European Merchandize, brought to *Mexico* from *La Vera Cruz*, and partly of the Products of *New Spain*, both sent to the South Sea on Mules. The Relading back is composed of whatsoever *Asia* produces, that is either rich or valuable, even Pearls, precious Stones, and Gold Dust, with which these Ships are so fully stowed, as to render their between deck Guns unserviceable in Case of an Attack.

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*Of the Trade of FRENCH AMERICA.*

I SHALL begin with the Isles which the French possess in this Part of the World; and first with the *Antilles* or *Caribbee* Islands, of which this Nation are Masters of seven out of the twenty-eight; shared that of *St. Christopher's* with the *English*, till the Treaty of *Utrecht*, in 1713 gave it wholly to the latter; but during the present War they have recovered it.

*Martinico* is the chief of them, the others are *Grenada*, *Dominica*, *Tobago*, *St. Vincent's*, *Guadeloupe*, and *St. Croix*. Above two hundred Ships are employed in the Trade of these Islands, and it is not uncommon to see eighty Merchantmen lading at *Martinico* together. Tobacco was formerly the Staple Commodity here, but the Cultivation of that Plant has been long neglected for Sugar, more especially at *Martinico*, which alone is supposed now to yield in a common Year, between five and six Millions of Pounds Weight; *Grenada* and *St. Croix*, four or five hundred thousand between both: *St. Lucia*, taken by the *English* in the present War, grows only Tobacco, with some Pulse and Greens: Though, besides these Commodities, the Islands produce among them Indigo, Cocoa, Rocou, Cotton, Ginger, Cassia, Guinea Pepper, some Medicinal Gums, Hides, Tortoise-shell, Dying Woods, &c. The Commodities sent there from *France*, are very Necessary for Provisions and Clothing, Household Furniture, and Tools for various Uses, especially for Agriculture.

*St. Domingo*, divided as I formerly mentioned between the *Spaniards* and *French*, carries on a very considerable Trade, of which the chief Places assigned the latter are *La Grande Ance*, *Leogane*, *La Grande Terra*, *Port de Paz*, *Port Margot*, *Lancon Louisa*, *Trou Charles Morin*, *Lenodada*, *Cape François*, and the *Little Goave*. Besides this Distribution of *St. Domingo*, the French possess the smallest Isle of *Tortuga*, about three-fourths of a League from the other, and the Products of both are Tobacco, Sugar, Indigo, Ginger, Rocou, Cotton, Cocoa, Hides, Braziletto, yellow Sanders, Fustick, Cedar, *Genadillo*, and some other Woods for the Dyers' or Cabinet Makers' Use. The Ships' Cargoes proper for these Isles are much the same as those for the *Antilles*, excepting the Salt Meat, which is not here wanted, *St. Domingo* having it in so great Plenty, as even to supply the other Isles with large Quantities: Here are about four thousand Families established in the whole Settlement, which more than double those of the *Spaniards*, though these latter are near a Century more ancient here than the others.

On the Continent of *North America* the French possessed *Louisiana*, called also *Mississippi*, and in the Southern *America*, *Cayenne*, and some other Habitations on the River *Surinam*. They have been sometimes also Masters of *Nova Scotia*, as formerly hinted, and they were once so of *Newfoundland*; but these having been ceded to the *English* by Treaties, I shall only remark here, that with Respect to the latter, the French are, in Consequence of the thirteenth Article of that of *Utrecht* in 1713, permitted during the Fishing Season to build themselves Stages and Huts, and whatever else is necessary for Curing and Drying their Fish, though this Privilege only to extend from *Cape Bona Vista* to the Northern Extremity of the Isle, and from thence Westerly to *Cape Riche*; but they are to build no Houses, much less Fortifications, nay, are not so much as to anchor here, only in the aforesaid Season.

*Louisiana*, or *Mississippi*, is a vast Extent of Country of more than one hundred and eighty Leagues, lying in *North America*, between *Canada*, *Carolina*, *Mexico*, and the Ocean. It is in these newly discovered Lands that the famous Colony is established, which after the Year 1717 engrossed the Attention of all *Europe*, and set the major Part of it a madding after their Example, to the Ruin of many thousand Families; however, I shall here consider it in its present Situation, and give an Account of the real Trade that is here subsisting; regardless of the chimerical and ideal Advantages some of its most sanguine Adventurers at first proposed from it. The chief Settlement of this Colony, or more properly speaking the Capital of all the Country, and Centre of its Commerce, is the City to which the Name *New Orleans* was given, to preserve the Memorial of the Re-

gency of that Prince, under whose Protection and Auspices it was founded. Its Situation is on the Side of a River, near enough the Sea to have the Conveniency and Facility of lading and unlading the Ships that import, and at a sufficient Distance to avoid its bad Air and Neighbourhood, when irritated. The Trade carried on here is much the same as at *Canada*; and some *Indians* have assured the *French*, that high up in the Country are found Mines of Gold, Silver, Copper, Iron, and Steel. These Mines are, however, undiscovered, but the true Riches of the Country consist in that great Quantity of Cattle with which the Plains and Forests of *Louisiana* are filled, viz. Horses, Asses, Bulls, Cows, Sheep, Goats, and Hogs, of which the *Indians* make a great Slaughter in their Excursions, and bring both Flesh and Skins to the Colony, and there Exchange them for Trifles. The supplies from *France*, proper for this Colony, are the same as has been directed for the Islands; with the Exception, that to what the Country produces towards the Support of its Inhabitants, must be added, *Wheat*, *Corn*, *Rice*, *Pulse*, and all that can contribute to sustain so numerous a Colony; and the Merchandizes fit for the Trade with the *Indians*, are coarse Woollen Blankets, serving for Clothes, *Limbourg* Cloths, white and red, and Cloaks ready made of them; ordinary Hats, Knives, Hatchets, and Pick-Axes, small Mirrors, Glass Beads, and Vermillion.

The Ports, Posts, and Establishments, which the *French* at present occupy are sixteen, viz. the Isle *Aux Vaisseaux*, *Biloxi*, or *Fort Louis*, *New Orleans*, *Manchac*, *Matches*, *Natchitoches*, *Yafous*, *Illinois*, *Oubache*, *Isle Dauphine*, *Fort de Conde*, *Alibamons*, the Bay of *St. Bernard*, the River *Aux Cannes*, *Padoucas*, and *Missoures*. This Country produces *Rice*, *Indigo*, *Cotton*, *Tar*, *Pitch*, but mostly *Tobacco*.

By the VIth Article of the Treaty of Peace 1763, all that Part of *Louisiana* lying on the East Side of the River *Mississippi*, with the free Navigation of that River, was resigned to the *British* Crown. And, in 1769, the *French* ceded *Louisiana* to the Crown of *Spain*.

*Cayenne* is the only Settlement the *French* have in *South America*, except some Habitations that they possess on the Coast of *Surinam*, and the River of *Amazons*, which form a Sort of Government of more than a hundred Leagues.

The Isle of *Cayenne* that gives Name to this Government, and takes it from a River whose two Branches separate it from *Terra Firma*, lies in the Latitude of four Deg. forty Min. a hundred Leagues from the great River of the *Amazons*; It is seventeen Leagues in Circuit, of which five are bathed by the Sea, and the Rest by the two Branches of the River aforesaid: And has been successively possessed by the *English*, *French*, and *Dutch*, though the *French* have finally remained Masters of it ever since 1677. Its chief Products are *Sugar*, *Rocou*, *Indigo*, *Cotton*, and *Vannillas*; and the Commodities sent here from *France*, are principally *Flour*, *Wine*, *Brandy*, *Linens*, *Stuffs*, *Quicksilver*, *Hard-Ware*, and above all *Salt Meat*; the Inhabitants, exclusive of the Soldiers and Slaves, are about twelve or fifteen hundred Men, spread in the different Habitations above-mentioned, of which the Chief, composing a small Town of two hundred Houses, with three hundred and fifty Whites, is below *Fort Louis*, where the Warehouses are kept.

#### Commerce of the PORTUGUESE in AMERICA.

THIS Nation's Possessions in *America* have been many Years since reduced to the *Brazils* only, though this is a Part of the New World so vastly extensive, fertile, and rich, that they have no Room to complain of their present Share. This Country reaches from the *Amazon* River to that of *Plate*, and has its Coasts curved into a Semi-Circle of about twelve hundred Leagues Extent, though the *Portuguese* do not occupy the Whole, having no Habitations beyond *Rio Janeiro*, which is two hundred Leagues from the River of *Plate*, its Southern Boundary. The inland Country is yet unknown, as the *Portuguese* have never penetrated it above eighty Leagues, by Reason those vast Regions which separate it from *Peru* are inhabited by innumerable Nations of *Indians*, who, loving Liberty, dispute the Acquisition of their Lands, Inch by Inch, as they regard foreign Settlements only as Usurpations. The *Portuguese* have divided their Establishments into fourteen Captainships, or Commanderies, viz. *Tamaraca*, *Babia de todos los Santos*, *Pernambuco*, *Paras*, *Maragban*, *Ciara*, *Rio Grande*, *Paraiba*, *Ceregippe*, *Los Isleos*, *Porto*

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*Porto Seguro, Spirito Santo, Rio Janeiro, and St. Vincent*; of whose Commerce I should now treat; but having already done it in the Section on the Trade of *Portugal*, any further mention here would be superfluous.

I might here also very properly add, an Account of the Trade which some other Northern Powers carry on in *America*; but having as yet given no Description of their *European* Commerce, I shall join them both together, by reciting the general Traffick of each particular Potentate, and begin first with the *Dutch*.

Of the Trade of HOLLAND.

NOTHING gives a greater or more magnificent idea of this Commerce, than the flourishing Condition it has always supported the States in, notwithstanding the many long and expensive Wars it has for a Century past been so frequently engaged in. Three Things more especially support this immense Traffick; the one is the great Credit of the Bank of *Amsterdam*, whose Treasure is supposed by some to be three thousand Tons of Gold, of an hundred thousand Guilders each; the second Thing so advantageous to the Trade of *Holland*, is the incredible Number of Ships, continually going out and coming in; and the third, is the Safety with which its Trade is carried on, by the Government's Protection in Time of War, or when any Cruizers or Pirates make it necessary. And though this Commerce is so extensive, it is kept up by a People, whose Country contributes hardly any Products towards it; as the *Dutch* have nothing more of their own than some Butter, Cheese, Earthen-Ware, and some few other Trifles that they can spare; very little Wheat growing in *Holland*, and no Wine at all; the few Sheep here, have a Wool coarse and harsh; the Land produces very little Flax or Hemp; one of its best Qualities being its Propriety, in several Parts, for Fuel, so that the Inhabitants, for Want of other, are reduced to the Necessity of burning the Earth that bears them; but its fat Pastures nourish great Herds of Cattle, producing the prodigious Quantity of Milk, that suffices for the daily Want of a People peculiarly fond of a lacteal Diet, and for making Abundance of Butter and Cheese, of which they eat more than any Nation in the World. Their Manufactures are many, and very considerable, though almost all the Materials for them are brought from other Countries. I have already mentioned the Particulars of their Trade with us, with *France, Spain, Portugal, and Italy*, and blended it with that of the other Europeans on the Coast of *Barbary, Africk, and Asia*: I shall therefore only add here, the State of it with their Septentrional Neighbours. The Trade carried on nearest Home, and the most convenient for the Safety of the concerned, is that which they maintain with a Part of *Germany*, by Means of the Rivers running through the Country, or on the Borders of it; such as the *Rhine* and *Maese*, which bathe their States; the *Weser, Ems, and Elbe*, not very distant from the *German* Ocean. The Traffick of the *Rhine*, and with it that of the *Moselle* and *Maine*, is very considerable. *Cologne* is properly the Centre of the Commerce carried on here, where the Merchandize of *Lorraine*, and the Archbishoprick of *Treves* are collected; such as Wood, Iron Bars, Cannons, and Bullets of the same Metal. It is likewise by the *Rhine* that the Products of *Mentz* and *Franconia*, washed by the River *Maine*, are conveyed to, and sold in the celebrated Fairs held twice a Year at *Francfort* or *Nuremberg*: The *Rhine* also serves the *Dutch* in bringing them the Flax, Threads, and Linens from the Duchies of *Juliers* and *Berger*.

The *Muese* facilitates the Trade of *Holland* with *Leige* on that River, as it does that of *Aix-la-Chapelle*, not very distant; and of which almost all the Trade is transacted in the first of these two Cities. The Extracts from *Leige* are Serges, Slates, Coal, Lead, Iron, Bullets, and Braziers made at *Aix-la-Chapelle*, &c. The *Weser*, which has its Source in the Mountains of *Turing*, waters one Part of the *Lower Germany*, and after having passed through the Country of *Hesse* and *Brunswick*, falls into the *Germanick* Ocean. *Bremen*, seated fifteen Leagues from its Mouth in the Peninsula that it forms with the *Ems*, is the Deposit of all the Merchandize of those Parts; and it is in this City that the *Dutch* buy up the Carpentry Wood, Cheese, Wools, several Metals, and Beer, that are brought here



from *Lower Saxony, Hesse, Brunswick, &c. Embden*, Capital of *East Friesland*, at the Mouth of the *Ems*, is the Staple of all the Commerce of that Part of *Germany* which traverses this River. The City is governed by its Magistrates; and the *Dutch* their Allies, or one may say their Masters, by the great Credit they have there, draw hence all the Merchandise of *Westphalia*, and especially of the Bishopricks of *Paderborn* and *Münster*, which consists principally in Timber, Cloths, Wools, and Linens; it is also from thence that those Hams come, so generally esteemed in *Europe*; *East Friesland* also furnishes *Holland* with Cattle and Hens. In fine, the Trade of the *Elbe* is one of the most considerable that the *Dutch* transact in the *Germanick* Sea. This famous River has its Source in *Bohemia*, towards the Frontiers of *Silesia*; from thence traversing many rich Provinces, and amongst them the States of *Saxe, Brandenburg, and Brunswick*, passes to *Hamburg*, the City which for its Trade has merited the Appellation of the *Amsterdam* of the North, from whence in about twenty Leagues it falls into the Sea, swelled by all the Rivers of *Bohemia, Saxe, &c.* that it has received during so long a Course.

The *Dutch* commonly transact their Business of *Lower Germany* at *Hamburg*, though they often go up to *Harburg* and *Magdeburg* for Wine and Wood, buying in those Parts even entire Forests which they sell, and fill large Magazines with this Commodity, to be in Readiness when they want, or think proper to vend or utter it. The Goods that the *Dutch* carry to *Germany* by the five Rivers aforesaid, are Silk and Woollen Manufactures, Mercery, Spice, Drugs, Dying-Woods, Sugar, Cheese, Herrings, Copper, and Ribbons.

*Anvers, Brussels, and Malines*, furnish the *Dutch* with Thread and those Laces, bearing this latter's Name; *Ghent* and *Bruges* with Linen, Hemp, and Basons; *Brussels* and *Oudernade* with Tapestry; and *Lille*, Capital of *French Flanders*, with Cambricks, Laces, and Baracans; the Returns are made in Woollen and Silk Stuffs, Drugs, Spices, &c.

The Traffick of the *North* and *Baltick* is one of the most important that the *Dutch* carry on; in other Branches of Trade, it seems as if they only worked for the other Parts of *Europe*; but in this almost all regards themselves; and it is from thence that they fetch the Grain which supports them, and the Things necessary to their Navigation; without which neither the State, nor Particulars, could subsist.

Although *Sweden, Denmark*, and some other States, seated on the *Baltick* Sea, are comprehended under the general Word *North*, yet *Norway, Archangel*, and some of the most Septentrional Provinces of *Russia* and *Denmark*, merit more particularly this Title; and it is with these that I shall commence the general Northern Trade.

Before the Year 1553, the Trade of *Muscovy* was carried on by the Way of *Narva* and *Revel*, Cities of *Livonia*, at the Bottom of the *Baltick* Sea; but the Port of *Archangel* having been discovered by the *English*, all the Trade of this vast Empire was transferred thither, being much more convenient than any of the others, especially on Account of the Passage of the *Sound*, which took away, or at least restrained, the Freedom of the Trade of those two Places; and there now sail annually from the Ports of *Holland*, particularly from *Amsterdam*, near forty Ships for *Archangel*, from two to four hundred Tons, always divided in two Squadrons; the one only of five or six Sail, which departs in *June*, and returns in *September*; and the others of thirty or thirty-two Ships, whose sailing is fixed in *July*, and its coming back in the End of *October*. These two Squadrons have always a Convoy, even in the midst of the profoundest Peace; and carry with them Silk and Woollen Stuffs, Linens, Castors, from *Canada*, Paper, Mercery, Hard Ware; Cannons, and other Arms, Powder, Brimstone, Copper, Lead, Pewter, Brandy, Wine, Oil, Vinegar, Sweetmeats, dried Fruit, Saffron, Sugar, Spice, Pepper, Herrings, Incense, Copperas, White Lead, Indigo; Woods for dying the *Russia* Hides; Laces, Gold, and Silver Wire, and of this latter Metal in Specie.

The Trade to *Norway* employs yearly upwards of three hundred *Dutch* Vessels from four to five hundred Tons, the greatest Part from the Villages of *Frisie*, or those in the Neighbourhood of *Amsterdam, Bergen*, the most considerable Port in

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in the Kingdom of Norway, is where the *Dutch* drive their principal Trade, though they carry on some with *Drontheim*, *Copperwick*, and a few other Places, in Spice, Salt, *Spanish* Wine, Vinegar, Brandy, Cheese, rolled Tobacco, and some Clothes. And as Timber for Ship-building is what the *Flemings* mostly bring back, they have made several Treaties from Time to Time with the King of Denmark concerning Wood, &c.

The Commodities which the *Dutch* lade in the *Baltick* being bulky, oblige them to employ a large Number of Ships, a thousand to twelve hundred, yearly, in this Trade, which they send less than half laden, though they always return with an entire Cargo; and as the Balance of Trade is in their Disfavour, by the Produce of their Goods sent being insufficient to pay for the Reladeings, they are always obliged to accompany these Voyages with a Parcel of Rixdollars, to make the Deficiency good. The Commodities proper for *Sweden* and *Denmark*, are Spice, Drugs, *Portugal* and *Spanish* Salt, those from *France* not being in so much Esteem here, Sugar, Wine, Brandy, Linen, with Silk and Woollen Stuffs. For *Pomerania*, Cloth, Wine, Cheese, Salt, Tobacco, Spice, Iron, Lead, Pewter, and old Rixdollars. For *Dantzick*, a Quantity of Silks of all Sorts and Fashions; a great many Clothes; Dying Woods, scraped or ground; Madder, large Parcels of Spice, Drugs; *Italian* Cremor Tartari, Sugar, Oil, Paper; divers Sorts of Wine, Brandy, and *French* Salt, fit only for *Prussia*. In fine, they send to *Riga*, *Revel*, *Narva*, and *Pernau*, Cities of *Livonia*, Salt, Spice, Sugar, Tobacco, *French* Glass, and above all, a Quantity of old Rixdollars, with which they pay for Goods not only of this Province belonging to *Sweden*, but also those that are transported here, from *Muscovy*, *Poland*, and *Lithuania*.

Their Whale Fishery, is very advantageous, occasioning a yearly Employ of near two hundred and fifty Ships, with between four and five thousand Men, but that of the Herrings so infinitely exceeds it, as almost to surpass the Degree of Comparison; above twenty thousand Men, and three thousand Busses, find an annual Occupation in it; and it is asserted, that they take and sell more than 300,000 Tons, one Year with another, which at two hundred Guilders per Ton, as a *Dutch* Author computes them, amount to sixty Millions, from which must be deducted near twenty-three Millions, for the Charges of Outfit, &c. and there remains nett Profit 370,000,000 of Guilders, or about 340,000l. Sterling.

Although the *Dutch* have no great Settlements in the *West-Indies*, since they were obliged to quit the Conquests they had made on the *Portuguese*, they notwithstanding carry on a very considerable Trade here; which is not a little augmented by the contraband Commerce for which their Colony at *Curaçoa* administers them frequent Opportunities. *Surinam*, *Aprovaeg*, *Barbice*, and *Baron*, seated in *South America*; *Bonnaire*, *Aruba*, and *Curaçoa*, among the *Soto-vento*, or *Leeward Islands*, and *Saba* and *St. Eustatia*, two of the smallest *Antilles*, are the only Colonies the *Dutch* possess at present in the *West-Indies*.

The four Colonies of *Terra Firma* take their Name from four Rivers of the Province of *Guiana*, along which they are established. Sugar, which grows here in Abundance, is the principal Object of their Trade, though they also cultivate Indigo, Tobacco, Ginger, and Cotton. The Merchants of *Amsterdam* carry on the greatest Part of this Trade, and have their Warehouses here always well filled with all Sorts of Goods that the *Europeans* usually send to *America*.

Of the *Antilles*, where the *Dutch* are established, neither of them is very considerable; *St. Eustatia* is the biggest, and *Saba* the smallest; these two are little better than Rocks, though the few Inhabitants residing here have found sufficient Earth distributed to raise a Support, and some Tobacco for Exportation; this is a Commodity common to them all.

The *Dutch* have several trading Companies established in *Holland*, such as the *East* and *West-Indian*, that of *Surinam*, the *North*, the *Levant*, the *Baltick*, and the *Nova Zembla* and *Greenland* fishing Companies, all of considerable Advantage both to the State and Particulars.

Though however rich the Trade of these are, or whatever else is transacted by private Merchants with the other three Parts of the World, it is certain, that that which their *East-India* Company has carried on in all the Kingdoms of *Asia*, for little more than a Century past, is of a much greater Consequence, and infi-

nately surpasses it, both in Profit and Reputation. But as I have already given an Account of it, in my Description of *Asha*, I shall here close my Narrative of this Nation's commercial Transactions.

*Concerning the Trade of the NORTH, and the BALTICK SEA.*

**T**HERE is comprehended under this Name, not only what is enclosed within the Compass of this Sea, but also some Cities seated on the Rivers which fall into the *Germanick* Ocean that are near: And all that are more Northwardly, as *Norway*, *Danish*, *Swedish*, or *Muscovitish* *Lapland*; *Archangel*, *Boronday*, *Siberia*, *Greenland*, and *Nova-Zembla*.

*Hamburg*, an Imperial and Hanseatick City, is the most considerable of all of them situated on the *German* Ocean. Here is carried on, not only the whole Trade of the *Elbe*; but it is also by Means of its Merchants, that the greatest Parts of the *Reverasses* are made, and Bills negotiated, with all the Cities of the North; an Advantage that it only shares with *Amsterdam*.

This famous Hanseatick City is more than twenty Leagues from the *Elbe's* Mouth; though Ships go up this River within two or three Leagues of it, and are there obliged to lighten, being barred a nearer Approach by a Bank of Sand, with whole Cargo. The Goods proper for this Place, are some *French* Salt, White Wine, to the Amount of six or seven thousand Barrels yearly, and of Brandy about four thousand, a little Vinegar, Cloths, wrought Silks, Spice, Drugs, Mercery, Prunes, and other dry Fruits, with a large Quantity of Paper. And the Goods exported from thence are, Grain, Wood for Ship-building, Pipe Staves, Lattin, and white Iron Wire made in *Saxony*, and all Sorts of Copper Pots and Kettles. Here are also found the many various Species of Goods that the *North* and *Baltick* produce, though not so cheap, being at second Hand. It carries on a great Trade with *France* and *Spain* in its own Shipping, though much more in foreign Bottoms, and its Engagements with *Holland*, &c. are already spoken to. I have also described its Bank, and should now say something about its Coin, that has occasioned such Embroils between this State and the Crown of *Denmark*; but a nice Deduction of the Motives to, and Particulars of these Disputes, would be too prolix for the Space I have left, and a curtailed Account must be unsatisfactory; I shall therefore excuse adding any Thing on this Subject.

*Bremen* on the *Wefer* is in good Repute for its Trade, though much inferior to *Hamburg*. Large laden Vessels can only go within four Leagues of the City, and smaller ones to the Distance of a League and a half. The Imports are much the same here as the last mentioned Place, except *French* Salt, of which none is consumed. The Wood extracted from hence is the best in the *North*, but it is likewise the dearest; and here is also exported Wheat, Wool, some Metals, and *Brunswick* Mum, of which that of *Bremen* is nothing inferior.

*Denmark*, *Sweden*, *Muscovy*, *Poland*, *Courland*, and some Provinces of *Lower Germany*, environ on all Sides this Part of the Ocean that forms a Sort of great Gulf, named the *Baltick* Sea, which can only be entered by two Passages, the one called the *Belt*, difficult and dangerous, and the other the *Sound*, of which the King of *Denmark* is Master, by possessing the Fortreſs of *Kronemburgh*, near *Elſineur*.

This Sea has a large Number of excellent Ports or Cities at but a little Distance, where a great Commerce is carried on; the principal of which are *Lubeck*, *Copenhagen*, *Elſineur*, *Stockholm*, *Rostock*, *Stralsund*, *Stetin*, *Colberg*, *Dantzick*, *Elbing*, *Konigsberg*, *Riga*, *Revel*, *Pernau*, *Narva*, and *Vijbourg*, from which Places and Sea more Goods are in general exported and imported, excepting at *Dantzick*, where the Consumption is very great; this famous City being as a Magazine of all Necessaries to *Poland*.

*Lubeck*, an imperial City, and at the Head of the *Hans* Towns, seated in *Lower Saxony*, on the River *Traves*, which at ten Leagues from thence falls into the *Baltick* Sea, has a better Trade than *Bremen*, but a great deal worse than *Hamburg*. Here may sell yearly two thousand Lasts of *French* Salt, which the Natives refine, four thousand Barrels, or a thousand Ton of Wine, as many hundred Barrels of Brandy, and one hundred and fifty of Vinegar; Paper also finds a good Sale here;

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and the *French* besides Sugar, Mercery, and some Silks, the *English* and *Dutch*, bring their Cloths, dying Drugs, and Pepper, to which these latter add Nutmegs, Mace, and Cinnamon. The Goods exported are Hemp, Flax, *Russia* Hides, from *Muscovy*, Iron wrought and unwrought, particularly Ships' Anchors, Wood, Grain, and Wools. Laden Merchant-Ships can only go to *Travemunde*, a small Village, three Leagues distant from the City, where they are obliged to lighten to the Draft of eight Feet Water, in which Condition they may swim up quite to *Lubeck*.

## Of the Trade of DENMARK.

THE Port of *Copenhagen*, Capital of the Kingdom, is not only the finest in the *Baltick*, but one of the most convenient and safe in all *Europe*; it is also here that the chief Trade of *Denmark* is transacted, though some Business is likewise done at *Elfsineur*; but neither at the one nor the other any thing in Comparison with the Negotiations of the Rest of this Sea. The Goods that sell best in *Denmark*, are *Spanish* and *Portugal* Salt, except their Consumption has been affected by the Mine discovered at *Oldesloe* in 1730, *French* Wines and Brandies, Paper, Gold and Silver Stuffs, *English* and *Dutch* Woollens, Spice, Medicinal Drugs, and Pepper, Tallow, Hemp, Cod, Stockfish, Wheat, from the little Isle of *Zealand*, and Rye from *Zealand*, are almost all the Merchandizes shipped from hence, the Extraction of Carpenters' Wood being excepted. The *Dutch* also transport from the Country of *Jutland*, a Quantity of lean horned Cattle yearly, which they fatten in their Pastures, and reap therefrom a considerable Advantage.

After *Copenhagen*, the most trading Cities of *Denmark* are, *Usted*, *Christiansbadt*, *Carlsroon*, *Salsbourg*, *Carelsbaven*, and particularly *Elfsinore*, or *Elfsineur*, from which the Extracts are, some small Mafts, Deal Boards, Tar, Tallow, Beeves' and Goat-Skins. The major Part of which Trade, and indeed that transacted with all the Places in this Kingdom, except the Capital, is by Way of Barter, or the Intervention of Rix-dollars, brought here by the Dealers for that Purpose.

The other Isles next to *Zealand*, or *Sieland*, in which *Copenhagen* stands, are *Fubnan*, *Laland*, *Langeland*, *Falster*, *Mune*, *Samsøe*, *Arroe*, *Bornholm*, and *Amack*; of which the first is nothing inferior to the principal Island, either in Extent or Goodness: It abounds in Wheat, Hogs, Lakes, and Wood; though it produces nothing for Exportation but Horses, the Fruits being all consumed at Home.

*Laland* yields Abundance of all Sorts of Corn, especially Wheat, from whence the Metropolis and other Parts of the Kingdom are supplied, besides which the *Dutch* export a good deal yearly.

*Falster*, *Langeland*, and *Mune*, are numbered among the fertile Islands, and the two first yield some Grain, for annual Transportation. *Arroe* and *Alsen* abound in Aniseeds, which the Natives ordinarily use to season their Victuals, and even mix it with their Bread. *Bornholm*, *Samsøe*, and the other Isles, breed Cattle, and produce a Sufficiency of Corn for the Inhabitants, but that of *Amack* deserves to be examined apart. This little Island is very near to *Copenhagen*, from whence it is separated only by a small Arm of the Sea, which is passed by a Drawbridge, and this Spot is the most fruitful of any other Territory in *Denmark*: It was many Years ago given to some *Hollanders*, transported here to manage the Dairy, in making Butter and Cheese for the Court; they had great Privileges granted them, of which they enjoy some to this Day, but others have been curtailed, and it is to be feared, that by little and little they will come to be placed on the Footing of other Subjects; the Industry and Diligence of the Inhabitants of this Isle have made it, as one may say, the Kitchen Garden of *Copenhagen*, and nothing in the whole Kingdom is to be found of the Sort that exceeds what this produces, and has growing here.

*Jutland* makes the greatest Part of *Denmark*; it is a fertile Country, abounding more especially in Cattle, but defective in good Ports on the Side of the Ocean; nevertheless this does not hinder the *Dutch* from making an annual Extraction of a large Quantity of meagre Cattle, as has been before mentioned. The Horses and Hogs are excellent, and very numerous, and the Corn sufficient for the Inhabitants. The Land is most fruitful near the Sea Coasts; and in a Word, is the best that the King of *Denmark* has.

The Duchy of *Sleswick*, or South *Jutland*, is in general a very good Country; the Conveniency of its Situation between two Seas, the Ocean and the *Baltick*, gives it great Advantages for Trade, although the Conveniences for Transportation are not many. It furnishes its Neighbours with Wheat, Cattle, Horses, and Fuel Wood, besides what it retains for the Natives' Use.

*Holftein* is very abundant and very agreeable; it is perfectly well seated for Trade, like the preceding, between two Seas, and has besides the Advantage to be near the *Elbe* and *Hamburg*, which being a free City, and consequently rich, is of no small Advantage to the Territories which the King and Duke of *Holftein* have in its Neighbourhood.

*Stormar* and *Dithmar*, or *Ditmarsh*, are two Districts nearest the *Elbe*; this Country is for the most Part low and rich, of a fat Soil like many Places in *Holland*, and similar to those also in its Fertility and Embellishments; these Countries likewise are benefited by the Neighbourhood of *Hamburg*, and the River they lie near.

The Country of *Oldenburg* abounds in Cattle, and raises a great Number of Coach Horses, very much sought after for their Colour, which is yellowish, though otherwise their Qualities are not extraordinary.

In general, though *Denmark* be of great Extent, it notwithstanding yields but in small Quantities the Necessaries of Life, few Products for the Merchants, and till lately no Manufactures at all; but, to remedy this long continued Neglect, and stir up the People to an Imitation of their industrious Neighbours, by an Ordinance of the King's, of the 28th November, 1727, all Merchants were prohibited to send to *Iceland* any other Cloths than those made at *Copenhagen*. There are also established some Fabricks of Linens at *Zwielck*, *Blank*, and *Lubsch*, which are sufficient to supply all the Provinces of the Kingdom, inasmuch that the Chamber of Finances and Trade forbid, by the King's Order in September 1728, the Entrance of foreign Linens. In a Council held February 1725, it was resolved to raise a Tax or Impost on all the Cities, both of *Denmark* and *Norway*, and to employ the Produce in establishing a Fishery in *Greenland*.

The thirteenth of January 1727, his Majesty interdicted the Entry of any foreign Goods into the Kingdom by the Way of *Bremen* and *Lubeck*; and, for a still greater Encouragement to Trade, the King, in February 1730, published an Ordinance to lower the Duties on the Entry of Goods, that the Merchants his Subjects should introduce directly from foreign Countries, which however should not take Place on those brought into the Kingdom by Strangers.

In August the same Year, an Edict was proclaimed, by which that Monarch enjoined all his trading Subjects, not to send any Ships to *Portugal* or *Spain*, with a less Force than eighteen Guns, and a proportionable Crew, to defend themselves against the *Barbary* Corsairs, in Case of Need. And, in January 1631, *Christian VI.* suppressed the Farm on the Customs on Wine, Brandy, Salt, and Tobacco, permitting both the *Danes* and *Norwegians* to trade in them.

#### Concerning THE SOUND.

THE Passage, or Straits called the *Sundt*, or *Sound*, so famous in all the Northern Countries, is between the Isle of *Sialand*, and the *Terra Firma* of *Scania*. On the *Swede's* Side is the City of *Helsingburgh*, with a ruined Castle, between which and *Elfinore* all the Ships which trade to the *Baltick* pass and repass, so that it may justly be said, that, after the Straits of *Gibraltar*, this is the most important and frequented one in *Europe*. The Loss of the Province of *Schonen*, which, with the three adjoining, were given to the *Swedes* by Treaty in 1658, was very considerable to the *Danes*, in Regard to this celebrated Passage, as they were Masters of the one, whilst they continued Possessors of the other; it is true, that by Treaties, the Right they had is expressly reserved to them, and, in Virtue thereof, they make all Ships pay the Impost at passing, excepting the *Swedes*, who were excused till 1720, when the Treaty of *Stockholm*, signed the 14th of July, between the Kings of *Denmark* and *Sweden*, re-united and confirmed the Sovereignty of the Toll to the first of these Crowns for ever; to which the *Swede* Ships have always since submitted like those of other Nations,

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yet they cannot judge their Right to be as firm and secure, as if they were Masters of both Coasts, as formerly; for they may have the Title as formerly, but not the Power to support their Claim, in Case of any Disagreement with the *Swede*, which, whilst they possessed the other Shore, was uncontrollable. The Customs have been various, according as Times, and the Interests of Princes, have suited, and the levying them has given Birth to many Disputes, too long to be recited here; however, I shall just mention the supposed Origin of this Toll, which, it is asserted, took Rise from a general Consent of Merchants trading to the *Baltick*, readily to contribute a small Sum for the Raising and Support of some Lights on the Coast, to serve, in dark and tempestuous Nights, as Guides to the disconsolate Sailors: By this Means the Passage of the *Sound* soon became frequented, to the entire Neglect and Disuse of the *Great Belt*. But as many disputed the Payment of the aforesaid trifling Contribution, and nothing had been regulated to decide the Difference that ought to be made in the various Sizes and Burthens of the Ships subject to its Payments, the *Danes* began in Succession of Time to constitute themselves Masters of the Affair, and to exact more or less, according to the Force or Weakness of those with whom they had to deal, or proportionably to their Situation with the Princes or States to which the Ships belonged; which induced the Emperor *Charles V.* to fix the Toll for his Subjects of the seventeen Provinces, by a Treaty concluded with the King of *Denmark*, and signed at *Spire* on the *Rhine*, at two Nobles, a Gold Coin valued at six Shillings and eight Pence *English*, for each Ship of two hundred Tons, or under, on entering or coming out of the *Sound*, and for all Ships above two hundred Tons, three. This Treaty remained in Force, till the *Dutch* shook off the *Spanish* Yoke; but as their Contentions with that Crown exposed them to the Impositions of the *Danes*, these last taking Advantage of the Conjunction, raised this Tax to an excessive Height, which Abuse the *Dutch* had not Leisure to think of redressing, at a Juncture when their Wars and Troubles engaged their whole Attention; however, in the Year 1600, they combined with the *Lubeckers*, jointly to oppose so exorbitant a Duty, as was equally laid on the Subjects; from which Time the *Dutch* paid more or less, according to their good or bad Fortune; but in general they paid but little. *Denmark* and the *United Provinces*, as Sovereigns, made the first Treaty about this Toll, as *Mr. Savary* says, in 1647, by which they submitted to pay a certain Sum for each Vessel passing the *Sound*; and as this Treaty was only for forty Years, it consequently expired in 1687, when a provisional one was concluded, according to the said Author, for four Years longer; in the Expectation of adjusting at Leisure, a more durable and solemn Agreement of the many Disputes subsisting between the contracting Powers about this and several other Affairs. *Mr. Jean Pierre Ricard*, in his Book intitled, *Le Negoce d'Amsterdam*, printed in 1772, says p. 435. that the above-mentioned first Treaty was concluded on the thirteenth of *August* 1645, and renewed for twenty Years, the fifteenth of *June* 1701, with a Regulation what Ships and Sorts of Goods belonging to that Nation, are to pay *Sound* Duty. *La Martiniere* is also agreed in the Year, and adds, that it was likewise adjusted by this Treaty, that the Subjects of the *United Provinces* should pay Toll at the Rate of Four per Cent. on all Merchandizes, which with the Complaisance of our King *James I.* in Favour of the *Danes*, to the Produce of his own Subjects, out of Regard to the Princess of *Denmark*, whom he had married, confirmed that King's usurped Title, to what was otherwise precarious; and as Time and Treaties have now rendered it a Sort of Due, I shall consider it in this Light, and give an Account of it on the Footing it is at present.

The *English* Treaties with the Crown of *Denmark* are founded on those the *Dutch* have made with it, the first in 1667, but this speaks nothing of the *Sound*, so the subsequent one in 1670, is that wherein the Concession of the Passage Duty is made; it contains forty-two Articles, expressing, that a perfect Peace and Friendship shall commence and be established between the two Crowns; of which neither shall consent to any Thing prejudicial to the other. That they shall not assist each other's Enemies, if Aggressors, but *England* to assist *Denmark* if invaded. Each Party to be comprehended in any Treaty made with others, and a Freedom of Trade to be carried on between the two Kingdoms; *English* not to

come to prohibited Ports without Licence, or Strefs of Weather, nor the *Danes* to any of the *British* Colonies. *Danes* may import all Things of their own Growth or Manufacture, and such as come from any Part of the River *Elbe*, into *England*, *Scotland*, and *Ireland*; and the *English* have the same Liberty for introducing all the Products of his *Britannick* Majesty's Dominions into any Part of *Denmark* or *Norway*, except Ports prohibited; though in Case any Strangers have hereafter Liberty to bring all Sorts of Goods into prohibited Ports, both Parties respectively shall have the same Privilege. Neither to pay any greater Duties than other Strangers, excepting the *Suedes* in *Denmark*. Both Nations have Leave to bring all Goods into any Port, where he is not bound, nor, being forced in, obliged to unlade or sell any Part of his Goods. Though prohibited Timber be laden on an *English* Ship, she shall not be searched after it is aboard, nor shall the Ship, or any *British* Subject, be arrested or molested for it, &c. *English* Ships passing the *Sound*, to have the Benefit of deferring Payment of the Custom till their Return, on bringing with them Certificates under the Seal of their proper Officers, testifying that the Ships belong to *British* Subjects, and likewise that before their Passage they give Security to pay it at their Return, and if they shall not return, in three Months at farthest. Goods landed at *Elsinore*, with an Intention to transport them elsewhere, shall pay no Duties but what the *Dutch*, or any other Strangers, pay. *British* Ships and Subjects to be dispatched immediately on their Arrival at *Elsinore*, without a Preference to any other Nation, except the Inhabitants of certain Places, who have anciently held a Privilege to that Purpose, and still do. The Subject of either Prince dying in the other's Dominions, shall have his Estate preserved for the Use of the right Heir, &c. The Subjects of either of the Confederates may trade with Enemies of the other, unless in besieged Places, or with contraband Goods. A Merchant may freely reside where he trades, and Duties only to be paid according to printed Tariffes. *English* Ships trading to *Norway* shall be re-measured, that thus Commerce may be better regulated than hitherto. That the Freedom of Navigation during the War, which either Party may have with any other, may be observed, Passports and Certificates shall be given to the Allies' Ships, and the Ship bearing such Certificate shall not be searched, on producing it. *English* Ships passing by *Gluckstadt*, and other Places subject to the King of *Denmark* on the *Elbe*, shall be free from all Customs and Search. Any Injury done to either Party's Subjects in the other's Territories, shall be punished according to the Laws of the Country. No Ships, or Goods laden on Ships, belonging to either Party, shall be adjudged Prize, but by due Form of Law. Justice to be administered according to the Laws of each Country respectively. In Case of Shipwreck, the Goods, &c. shall be preserved for the Owners of Ships. Commanders of Ships, Goods, &c. not to be arrested or seized, but for the Defence of the Kingdom, and in Cases of Debt. Merchants, Mariners, &c. to have the Liberty of wearing, or carrying Arms. Ships steering the same Course, shall have the Benefit of each other's Convoys. Pirates shall not be protected by either Party. The Subjects of either Party shall have free Access at all Times to each other's Ports; but Men of War not to exceed Six in Number, except forced in, and then to give Notice to the Magistrate. Neither Subjects shall take Letters of Mart from any Prince or State in War with the other. Ships taken in Port by a third Party shall be restored, and Seamen taken on board any Prize, that are the Subjects of either Crown, shall be set free. If a Ship laden with prohibited Goods is taken, no Bulk shall be broken till an Inventory be made in the Admiralty. No Men of War to injure the Subjects of the other Prince; and in Case they do, they shall be liable to make Satisfaction, as it shall be adjudged on Trial in the Courts of Admiralty, or by Commissioners appointed by the contracting Kings respectively. Sentence concerning Prizes shall be given according to Justice, and upon Complaint of any Sentence, the Cause shall be reheard. No Goods shall be sold before Sentence but by mutual Consent, and to prevent perishing. Consuls to be appointed. No private Injury to break this Treaty, nor Reprisals to be granted, but upon Denial or Delay of Justice. The *English* to enjoy all Privileges enjoyed by any Strangers in *Denmark*, the *Suedes* only excepted. Former Treaties, not contrary to this, confirmed, and the Ratifications to be exchanged within three Months.

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The afore-mentioned Treaty, made between the *Danes* and the *Dutch*, under the 15th of *June*, 1701, for twenty Years, and another between *Denmark* and *France*, dated at *Copenhagen* the 23 of *August*, 1742, for fifteen Years, being much the same in Substance as the preceding with us, I omit giving the Particulars of them, for Fear of incurring the Censure of Prolivity; but shall proceed to communicate the Rules for striking to the Castle at *Cronenburg*, near *Elsinore*:

## I.

Ships from the North, as soon as they get the highest Church Spire, (*N. B.* It is blown down, and the Steeple covered with Boards) and the northernmost Steeple in *Cronenburg* to bear in one S. W. and by W. must lower their Top-Gallant or Top-sails, and continue so until they are past the Castle, and have the two northernmost Steeples of *Cronenburg* to bear in one W. and by N. and then may again hoist them.

## II.

Ships from the South must have lowered before they get the two North Steeples of *Cronenburg* W. and by N. and continue so until the Church Spire and North Steeple of the Castle bear in one S. W. and by W. They who neglect in these two Articles, may be fired at from the Castle.

## III.

Such Ships as carry standing and flying Top-Gallant Sails shall lower them down to the Cap, and if they have but one Top-Gallant Sail, must at the same Time lower their Fore-Top Sail half Mast down; if no Top-Gallant Sails, then both Top-sails half Mast down. All Vessels who have no Caps, must lower their Top-sails entirely down. Ships who have only low Sails are exempted from lowering.

## IV.

Ships turning to Windward, with a scant or little Wind, and the Current so strong against them that it would force them astern in Case they lower, then it is not required, but on a Flag being hoisted from the Castle, are excused, and may do their best.

## V.

In Case a Ship is fired at from the Castle, and the Master and People will make Oath that he lowered, as in the first and second Article, or could not do it to prevent driving astern by Wind or Current, he is free from paying the Shot; but if his People refuse to take such Oath, he must pay. If the Master fails without paying the Person who clears him at the Custom-House, he must pay the Money, when it is proved who the Master was: Charge one Guinea; to the Boat one Shilling.

The 9th of *April*, 1687, the King issued a Placard, ordering the following Fees to be paid at the *Sound*.

	Rix-dollars.
To the Director of the Customs	$\frac{1}{2}$
To the four Chamberlains	1
To the Seal Presser, for stamped Paper, and his Trouble	$\frac{1}{2}$
To the Toll Inspector, for himself and three Boatmen	1

By another Placard of *June* 15, 1701.

	Rix-dollars.
To the Director of the Customs	$\frac{1}{2}$
To the four Chamberlains	1
To the Seal Presser, for stamped Paper, and his Trouble	$\frac{1}{2}$
The Translator extorts eight Stivers for each Cocket.	

Such of the above Fees as are now taken, some of the Commissioners charge in Crown Money, which is apprehended to be an Abuse, as they ought only to be charged in current Money.

The following are the *Sound Duties* on such Goods as are commonly carried from, or brought to, *England*, which I thought would be sufficiently satisfactory to my Reader, without swelling the Account, by an Amplification of what all other Nations pay on the Commodities that compose their Trade.

	Rix.	Sti.
Ale or Beer, the 8 Hogheads, at 4 $\frac{1}{2}$	0	36
Alegar	0	36
Allum, the Schippont	0	12
Almonds, the 100lb.	0	9
Apples, the Last of 12 Barrels	0	12
Apothecaries' Drugs, the Liefpond, valued at 36 Rix-dollars	0	18
Anniseeds, the 100lb.	0	9
Antimony, the Schippont	0	12
Anchor and Locks the Schocks of 60	1	0
Argol, the Schippont	0	6
Arfenick, ditto	0	12
Ashes, Weed, the Last of 12 Barrels, or 12 Schippont	0	12
Pot, ditto, ditto,	1	0
Auri Pigmentum, the 100lb.	0	9
Bacon, the Schippont	0	6
Balks, great, of Oak, the Piece	0	3
Fir, 4 ditto	0	6
Small ditto, 20 ditto	0	15
Bays, the single Piece	0	3
Double	0	6
Beef, salted, the Last of 12 Barrels	0	36
Books, printed, the 100lb. valued at 36 Rix-dollars	0	18
Brafs, or Brafs Wire, the Schippont	0	24
Wrought, the 100lb. valued at 36 Rix-dollars	0	18
Brimstone, the last of 12 Schippont	1	0
Brandy, <i>French</i> or <i>Spanish</i> , the Hoghead	0	24
Corn, the Barrel	0	6
Rhenish, the Auln	0	24
Bay Berries, the 200lb.	0	9
Biscuit, or Bread of Wheat, the 4 Barrels	0	6
Rye	0	4
Butter, the Barrel	0	5
Brazil Wood, the 500lb.	0	15
Bristles, the Schippont, valued at 36 Rix-dollars	0	18
Cables, Cordage, or Cable Yarn, the Schippont	0	6
Calicoes, the 8 Pieces	0	15
Capers, the Pipe, or two Hogheads	0	18
Cards, for playing, or for Wool, the 10 Dozen	0	6
Copper, the Schippont	0	24
Wrought, the 100lb. valued at 32 Rix-dollars	0	6
Cheese, the Schippont	0	4
Cork, the 30 Bundles	0	36
Copperas, Calamin, or Cremor Tartari, the Schippont	0	6
Cotton Wool, the 100lb.	0	18
Cardamoms, Cinnamon, Cloves, or Cochineal, the 100lb.	0	36
Corn, Barley the Last of 20 Barrels	0	24
Beans, Pease, Oats, or Buck-Wheat, the Last of 12 Barrels	0	12
Malt, the Last of 20 Ditto	0	18
Rye, ditto 20	0	12
Wheat, ditto 20	1	0
Coriander and Currants, the 200	0	9
	Cafques,	

Cafques, the  
Cloth, of S  
Fine,  
Coarse

Canvas, or  
Camlet, the  
Camels' Hair  
Calamancoc  
Campeachy  
Carraway S  
Canary Seed  
Chefnuts,  
Cyder, the  
Cavear, the  
Coffee, the  
Clockwork  
Crooked W  
Deals, of C

Diaper, or  
Dates, the  
Damask, c

Druggets,  
Down, the  
Eels, the  
Elephants  
Fish, Cod

Stock  
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Salter  
Red

Feathers,  
Flannels,  
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Figs, the  
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	Rix, Stl.
Casques, the 50 Pieces	o 6
Cloth, of Silk, the Piece	o 9
Fine, or short Cloths, or double Dozens, the two Pieces	o 9
Coarse, or long Cloths, or Dozens, the 4 Pieces	o 9
Canvas, or Cambricks, the 4 Pieces	o 15
Camlet, the 4 Pieces	o 10
Camels' Hair, the 25lb.	o 15
Calamancoes, the 8 Pieces	o 10
Campeachy Wood, the 5oolb.	o 18
Carraway Seeds, the 100lb.	o 9
Canary Seed, the Cask	o 6
Chestnuts, the 36 Sacks	o 36
Cyder, the Hoghead	o 12
Cavear, the Schippont, valued at 18 Rix-dollars	o 9
Coffee, the 100lb.	o 24
Clockwork, the 100lb. valued at 36 Rix-dollars	o 18
Crooked Wood, or Timber, 25 Pieces	
Deals, of Oak or Fir, above 20 Feet the Schock	1 o
<i>Carlsbamm</i> Deals, under 20 Feet	o 24
<i>Prussia</i>	o 36
Common, 10 to 14 Foot the 1000	o 36
Diaper, or Drilling, the 20 Pieces	o 30
Dates, the 100lb.	o 9
Damask, of Silk, the Piece	o 12
Linen, 4 Pieces	o 10
Woollen, 8 Pieces	o 10
Druggets, 2 Pieces	o 9
Down, the Schippont	o 36
Eels, the Last, of 12 Barrels	o 30
Elephants' Teeth, the Piece	o 36
Fish, Cod, the Last, of 12 Barrels	o 12
Stock, the Last, 12 Schippont, or 1000 Fish	o 30
Salmon, the Barrel	o 5
Salted Herrings, ditto	o 2
Red ditto, the Lasts of 20 Straes, or 20,000	o 12
Feathers, coarse, the Schippont	o 6
Flannels, 8 Pieces of 25 Ells each	o 10
Flax dressed, the Schippont	o 36
undressed, as fine clean <i>Narva, Maulemburgh, Heilin, Estmisch, Podolick,</i>	
<i>Rakitzker, and Pater-noster</i> , the 4 Schippont	1 o
coarse, half clean, <i>Farken, Rassen, Courland, Prussia, Rassetz, Memels,</i>	
<i>Marienburgb</i> , the 6 Schippont	1 o
Tow, the 5 Schippont	o 18
Figs, the 18 Baskets, 8oolb.	o 18
<i>Fernambuck</i> Wood, 10oolb.	o 30
Flounders, dry, 20,000	o 12
Frieze, the Piece	o 6
FlourofWheat, 2oolb.	o 9
Barley, or Rye, the Last of 12 Barrels	o 12
Gauls, or Gum, the 2oolb.	o 9
Gadza, 12	o 30
Glas for Windows, <i>Engish, French, Lubeck, and Dantzick</i> , the 8 Chests	o 30
<i>Venice</i> , Drinking ditto, the Chest	o 9
Bottles, the Ton, 4 Hhds. and 30 Schocks	o 30
2 Pipes	o 12
Quart Bottles, 100 Doz. 50 Rix-dollars	o 24
Grains of Guinea, 50lb.	o 15
Ginger 100	o 12
Green 50	o 12
	Gun



	Rix.	Sti.
Gun-Powder, 100lb.	0	6
Gloves, <i>Prussia</i> , or <i>Courland</i> , 250 Pair	0	9
Leather, 1 Doz. Value 2 Rix-dollars	1	0
Hats, Felt, the Cask	0	12
Beaver, the Doz. Value 48 Rix-dollars	0	24
Castor 24	0	12
Honey, the Hoghead	0	7½
Hops, the Schippont	0	6
Horses, the Pair	0	36
Hair, Camels' or Coneyes', the 50lb.	0	30
Hemp, the Schippont	0	8
Tow, 10 ditto	0	36
Haberdashery Ware, 100lb. valued at 36 Rix-dollars	0	18
Hides, Elks, Harts, Bucks, or <i>Russia</i> , the Decker	0	9
Salted ditto	0	6
Dry, the 5 ditto	0	18
<i>Russia</i> , the Schippont	0	36
Handspokes, the 500	0	8
Iron, Wire, or Pans, the 100lb.	0	4
Stoves, Plates, or Pots, the Schippont	0	6
Bars, Bats, Bolts, Hoops, Anchors, and Guns, the Schippont	0	4
Wrought, 100lb. valued at 24 Rix-dollars	0	12
Old, the Schippont	0	3
Ostermunds, the Schippont	0	2
Indigo, the 100lb.	0	36
Isinglass, the 100lb.	0	6
Juniper Berries, 200lb.	0	9
Kerries, the 8 Pieces	0	10
Lace, Silk, or Ferret, the 4lb.	0	10
Thread, Wool, Cotton, Hair, the 10lb	0	6
Gold and Silver, the Pound	0	5
Lemons, the 12 Chests, or 36000	0	24
Pickled, the Pipe, or 2 Hogheads	0	18
Linseed, the Last, of 24 Barrels	0	36
Lignum Vitæ, the 100lb.	0	9
Leather, <i>Russia</i> , or <i>Scotch</i> , the Decker,	0	9
<i>Spanish</i> , <i>Cordovan</i> , <i>Turkey</i> , and Buff ditto	0	6
Sems, the 10 Decker	0	36
Bafanes, ditto	0	18
Tanned, or Sole, 100lb.	0	9
Alumed, or White, 500 Pieces	0	18
Linen, Callicoes, the 16 Pieces	0	30
Flax, 20 ditto	0	30
<i>Holland</i> , <i>Silesia</i> , and <i>Westphalia</i> , the 4 Pieces	0	10
Tow Linen, <i>Crocus</i> , <i>Dantzick</i> Tow, ditto the 40 Pieces	0	30
Hemp, black Tow 80 Pieces	0	30
Canvas, 8 ditto	0	30
Damasks, 12 ditto	0	30
Drilling, 20 Pieces, or 500 Arshins	0	30
From <i>Petersburg</i> , all Sorts, 40 Pieces or 2000 Arshins	0	30
Lead, the Fodder, Ton, or 6 Schippont	0	24
Shot, the 100lb.	0	4
Red or White, the 100lb.	0	2
Logwood, the 800lb.	0	30
Mast 15 Palms, and upwards, the Pieces	0	24
Small	0	8
For Boats, the Schock	1	24
Mustard Seed, the Last of 12 Barrel	0	30
Mace, 50lb.	0	18
		Mats,

Mats, from  
Mohair, 50  
Nutmegs,  
Nuts, the  
Nails, *Hol*  
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Oranges,  
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Paper, 8 l  
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Plates of  
Prunes, t  
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Pepper, t  
Pewter, t  
Pladding,  
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Rape Seed  
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Ribbons

Rice, the  
Rofin, th  
Raisins,  
Rhubarb  
Rickers,  
Saffron,  
Salt, *Spa*

Saltpetre  
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Says, do  
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Satin, 2  
Serge, 1  
Soap, w

Shag, w  
Starch,  
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Silk, fe

Skins,

	Rix.	Sti.
Mats, from <i>Peterbourg</i> , the 1000	o	15
Mohair, 50lb.	o	30
Nutmegs, 50lb.	o	18
Nuts, the Last of 12 Barrels, or Sacks	o	12
Nails, <i>Hollands</i> and <i>Lubecks</i> , the Centner	o	4
Tree Nails, for Ships, the 40,000	o	36
Oars, great, the Schock	o	12
Small ditto	o	8
Oil, Olive of <i>Seville</i> , or <i>Portugal</i> , the Pipe	o	36
Rape, Lin, Hemp, the Last of 8 Aulns	o	36
Train, the Last of 8 Hogheads or 12 Barrels	o	36
Olibanum, the 100lb.	o	9
Oranges, 12 Chests, or 3600	o	24
Olives, the Pipe, or 2 Hogheads	o	18
Paper, 8 Bales, or 80 Reams	o	30
Pins, 50 Dozens	o	30
Pitch, great Band, the Last of 12 Barrels	o	18
Small	o	9
Plates of Tin, the 4 Casks, or Schippont	o	12
Prunes, the 400lb.	o	9
Prunellos, the 100lb.	o	9
Pepper, the 100lb.	o	12
Pewter, the Schippont	o	24
Pladding, the 1000 Ells, or 40 Pieces	o	30
Quicksilver, the 50lb.	o	36
Rape Seed, the Last of 24 Barrels	o	36
Rafhes, the 12 Pieces	o	15
Ribbons of Silk, or Ferrets the 4lb.	o	10
Gold and Silver, 2lb.	o	10
Rice, the 200lb.	o	9
Rosin, the Schippont	o	6
Raisins, the 400lb. or 36 Baskets	o	36
Rhubarb, the 25lb.	o	9
Rickers, the Schippont	o	12
Saffron, the 2lb.	o	9
Salt, <i>Spanish</i> , <i>French</i> , and <i>Scotch</i> , the Last of 18 Barrels, or 8 Bushels	o	24
<i>Lyneburg</i> , the Last, or 12 Barrels	o	36
Saltpetre, the Schippont	o	6
Shumack, 400lb.	o	9
Spars, great, the 25 Pieces	o	36
Small, the 1000	o	16
Says, double, the 2 Pieces	o	9
Single, or <i>English</i> , 4 Pieces	o	6
Sail Cloth, 8 ditto	o	30
Sattin, 2 ditto	o	9
Serge, 12 ditto	o	15
Soap, white, the 100lb.	o	9
Green, the Last of 12 Barrels	o	36
Shag, with Thread, 2 Pieces	o	9
Starch, the 300lb.	o	8
Steel, the 100lb.	o	4
Silk, sewing, Ferret, wrought Lace, 4lb.	o	10
Raw, the 100lb.	o	30
Stuffs, 4 Pieces	o	15
with Gold and Silver, 1 ditto	o	18
Skins, Beaver, the 5 Decker	o	24
Otter, 1 ditto	o	6
<i>Russia</i> , dry, Wolf and Fox, 5 Deckers	o	18
Goat, 20 ditto	o	36
		Skins,

	Rix.	Sti.
Skins, Calf, 10 ditto	0	12
Cat and Sheep, 500 Pieces	0	18
Black Rabbits' or Lamb, 1000 ditto	0	18
Grey Rabbits' or Kid, 2000	0	18
Martens, 40	0	30
Hare, a Bale, valued at 72 Rixd.	0	36
Staves, Pipe, Hoghead, and Barrel, the great Hund. of 48 Shocks	0	30
Stones, Poland, 1000 Feet, or 500 Ells	0	30
Sturgeon, the Last of 12 Barrels	1	12
Stockings of Silk, 1 Doz. or 12lb.	0	30
Kersey, Woollen or Worsted, for Children, 100 Pair	0	30
Worsted, Floret, Sayette, 50 Pair	0	30
Woollen for Children, 200 Pair	0	30
Succad, 50lb.	0	12
Sarsaparilla, 50lb.	0	18
Sugar, Candy or Confectionary, the 100lb.	0	18
Loaves, Powder, Muscavado, 200	0	18
Stuffs, Woollen, 8 Pieces	0	12
Sword Blades, 50	0	12
Hilts, 50	0	18
Sweet Wood, 100lb.	0	9
Tallow, the Schippont	0	6
Terras, the Last, 6 Schipp. or 12 Barrels	0	36
Tar, Great Band, the Last of 12 Barrels	0	18
Small	0	9
Thread, white and coloured, 50 <sup>1</sup> / <sub>2</sub> .	0	30
Gold and Silver, 1lb.	0	5
Tin, the Schippont	0	24
Tobacco, 100lb.	0	9
Treacle, a Pipe, or 2 Hogheads	0	36
Turpentine, the Schippont	0	6
Verdigris, the 100lb.	0	9
Vermillion, the 100lb.	0	36
Velvet, fine, the Piece	0	9
with Thread, the 2 Pieces	0	9
V negar, of Wine, the Hoghead	0	12
Beer, Ale, or Cyder, 2 Hogheads	0	9
Wax, the Schippont	0	36
Wire, Iron or Brass, the Schippont	0	24
Steel, the 100lb.	0	24
Gold and Silver the lb.	0	5
Wool, Beaver, the 50lb.	1	0
Spanish, or fine, the 4 Schipp.	0	36
Coarse, or Scotch, 6	0	30
Flock, or cutting Wool, 2 Schipp.	0	9
Scotch, Shirts, 50 Pieces	0	15
Shifts, 8 Pieces	0	10
Wood, Shovels, the 10 Schocks	0	9
Dishes or Trays, 5 Schocks	0	9
Plates, ditto	9	2
Nails, the 20,000	0	18
Wine, Bourdeaux, the Ton, or 4 Hogheads, at 52 Rixd.	1	36
Picardin, Hoogland, Muscat, and Frontinac, the 2 Hogheads	1	0
Spanish, or Portuguesé, the Pipe	1	24
Italian and Levant, ditto	2	0
Rhenish, the Auln.	0	40
Waincoat, Boards, the Schock	0	24
Yarn, Cotton, 50lb.	0	36
Linen, the Schipp. or 40 Sch.	0	36
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All Sorts of Woollen, the 50lb.	0 36

I should here have added to the preceding an Account of the Customs on Goods in *Denmark*, but I omit inserting them as I have those payable in all other Kingdoms, to avoid swelling the Work to too great a Bulk; however, I shall give my Reader a List of the Commodities prohibited by his *Danish* Majesty, and note some other Particulars, necessary to the Information of such Persons as are concerned in that Trade.

Brimstone is forbid Importation by a Placart of 29 *December*, 1727; and Buckram to be brought into *Copenhagen* and the Island of *Sjælland*, by Order from the Chamber of Finances, dated 10 *Sept.* 1728. Cloth, Corn, and Earthen Ware of all Sorts, are prohibited by a Placart of 25 *Feb.* 1717; dried Fish, or salt Cod, from foreign Parts, prohibited by a Placart of 23 *March* 1729; Flannel, and Iron in Bars, prohibited by a Placart of 8 *Sept.* 1730, but allowed on Oplag, which is a Privilege granted to *Copenhagen* and *Ellsinore*, where all foreign Goods may be landed and exported Duty free within a Year, for Exportation; Kerfies forbid to be imported; Oil of Linfeed, Hemp, and Rape Seed, prohibited by a Placart of 22 *Nov.* 1704; Mohair twisted, forbid by a Placart of 18 *July* 1708; Woollen Stuffs of all Kinds, and Stockings, prohibited; Brandy, Salt, Tobacco, and Wine, may not be brought into any Port in *Denmark* but *Copenhagen*: Wool Cards, not importable into *Sjælland* by a Placart of 15 *Sept.* 1727, but admitted any where else.

To the Port Charges before-mentioned, payable in the *Sound*, should be added :

Light Money for Ship and Cargo, in Crowns	Laden	in Bal.
Pais, Seal, Writing Money, and Fees	Rixd. 5 3	2 25
Guard Ship both Ways, 4 Sti. each Time	2 12	2 12
British Poor upwards of 24 Sti.		
Commission	0 24	0 24

Add 3 Sti. on each Rixd. Crowns, to make it current Money, and observe that in this and all the preceding Duties, 48 Stivers make the Rix-dollar.

N. B. All Masters are allowed 4 per Cent. out of the Duties paid on their Cargoes both upwards and downwards.

At *Copenhagen* a Bank was established a few Years ago, whose Notes are current through all *Denmark*; and the King's Orders, the 21st of *March*, 1705, concerning stranded Ships and Goods, are very excellent, though they have not been so well observed lately as they should be in *Jutland*, where  $\frac{1}{4}$  Salvage has been recovered, in Direct Contradiction to the aforesaid Ordinance; but in *Norway* a better Regard is paid to it.

Besides the *Sound*, the *Baltick* has an Entrance by the great and small *Belt*; the former being a safe Passage, when well known, for large Ships, which pay the Duties thereof at *Nybourg* in the Isle of *Fubnen*, where the *Danes* have a fortification, opposite to *Korsær* the Ferry Place in *Sjælland*, and where all Passengers for *Jutland*, *Holstein*, &c. from *Copenhagen* land.

The *Little Belt* is at *Frederica* in *Jutland*, where small Ships can only pass, and must pay *Sound* Duties, and *Sophia Odde* in *Fubnen*, both Places being fortified. And as *Norway* is subject to his *Danish* Majesty, I shall now treat of it, though it makes a Break in my proposed Method of describing the Trade of the Nations bordering on the *Baltick* all together.

#### Of the Trade of NORWAY.

THIS Kingdom is ancient, and was governed by its own Princes till 1397, when it became a Province of *Denmark*. Its Northern Borders at *Wardhuus*, lie in the Lat. of 70 Deg. 50 Min. and its South-East at *Frederichsbald* in 59 Deg. 20 Min.

Min. its South-West Limits being the *Naze*, in 57 Deg. 50 Min. and the inland Frontiers are in many Places separated from *Sweden* by a Range of Mountains, which continue to the North Sea. The Country is very barren, not producing a Sufficiency either of Corn or Cattle for the Inhabitants' Support, although it is in general very thinly peopled, proportionate to its vast Extent, containing only two hundred ninety-one Parishes, with nine hundred thirty-nine Churches and Chapels of Ease; it differs from all other of his *Danish* Majesty's Dominions, in producing many more Commodities for Exportation than they all put together, its Natives being active, laborious, industrious, and honest.

Copper is one of its principal Products, and of this the chief Works are at *Raaras*, *Silboe*, *Zyckne*, *Meldabl*, or *Lyckens*, *Faadabl*, and *Aardabl*. The first of these Mines yields about three hundred and fifty Tons yearly, on which the King hath two Rix-dollars per Ton Excise, a Tenth in Kind, and a Duty on Exportation of 8*l*. 15*s*. per Ton, which brings near one-fifth of its Value into the Revenue.

It is mostly shipped for *Holland*, and the Proprietors of this Mine have it divided into one hundred and seventy-two Shares, each worth about 500*l*. Sterling, as in a Medium of twenty Years past, it hath yielded twenty per Cent. annually, after having been worked about one hundred and ten Years. It lies about one hundred and eight *Englisch* Miles E. S. E. from *Drontbeim*.

*Zyckne* Mine is more ancient than this now mentioned, lying three hundred and sixty Miles to the S. W. of it, and produces about fifty Tons yearly.

*Meldabl* is the third, and has been wrought with various Success, having sometimes rendered the Proprietor fifty per Cent. and at others nothing: The Medium Quantity is computed to be near fifty Tons yearly.

*Silboe* had been given over for fifty Years, but wrought again for fifteen past by the Boors; is two hundred and forty Miles from *Drontbeim*.

*Faadabl* hath been wrought about three Years, though it had been given over for several before; it now affords great Hopes of being the second Mine in *Norway*, and is about six hundred Miles W. from *Drontbeim*.

*Aardabl*, eighty Miles S. S. E. from *Bergens* was rented by the *Englisch* Charitable Corporation about the Year 1731; but whether through the Stubbornness of the Ore, Ignorance of the People sent over, some Iniquity of the Managers, or all together, several thousand Pounds were sunk, and after one or two Cargoes had been shipped for *Newcastle*, the Company stopped Payment, and the working the Mine has been ever since discontinued. About three Millions *Winchester* Bushels of Charcoal, and many thousand fathoms of Billet Wood, are yearly consumed at the several different Melting-Houses, which latter beginning to grow scarce, makes it probable that the Drain of a few Years more, will oblige the Artificers to have Recourse to *Britain* for a Supply of her Mineral Coal.

The five last Mines are exempted from any Payment to the Revenue on Account of their Property; and in that of *Zyckne* is a Well, whose Water turns Iron into Copper in three Years soaking. At *Konigsburgh*, four Miles above *Stromsøe*, are also Mines of Silver, which, in May 1731, were let to farm, after a Prohibition to all Strangers had been issued in the preceding February, not to take any Interest therein. And at *Drontbeim* is a Pearl Fishery, whose Revenue the King granted to the Queen in the said Year. Its other Products are Iron, Pitch, Tar, Fish, Skins, Tallow, Butter, Ashes, and above all Masts, Boards, and Timber.

About the Year 1738, an Allum Work was erected near *Cbristiana*, where is an inexhaustible Rock of Slate, which is burnt into Ashes, and these being steeped in Water, and afterwards boiled, produce Allum, though my Author is uncertain whether any Urine or Kelp is used in the Operation. Carraways also grow very plentifully in this Country, and large Parcels of them are annually exported. Of Crystal a good deal may be got a few Miles above *Cbristiana*, but a Sample of it having been sent here to *London*, its Quality was disesteemed. In *Iceland* is the famous Volcano *Hecla*, from whose Mountain great Quantities of Brimstone are procured, which occasions this Commodity to be prohibited Importation here, and the Wool of this Island is very fine and long; it was peopled from *Norway* in about 950, is governed by a grand Bailiff, hath two Bishops, and thirty-seven Parishes.

The Imports are Spice, Wine, Brandy, Vinegar, Cheese, Tobacco, Woollens of all Sorts, Salt, Beer, Bottles, salt Beef, black Lead, Brass, Buckrams, Butter, Calicoes,

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licoes white and painted, Candles, Caps, Silk, and Worsted, Canvas, Coals, Copperas, Cork, Coriander Seed, Cotton, Coverlets, Currants, Cyder, Dimity, dry Fish, Corn, and Flour, Glafs, Glue, Gunpowder, Hats, Herrings, Indigo, Lead, Leather, Linen, Mead, Mustard Seed, Mercery, Nuts, Pewter, Quicksilver, Raisins, Rice, Saffron, Salmon, Steel, Stockings, Sugar, Sweetmeats, Tea, Tin, Silks, Verdigris, Vitriol, Wax, Wire, and many other small Commodities too numerous to be inserted.

About twelve Years ago, *Joachim Frederic Baron Beurt*, a *Bohemian*, erected as Director General, at the King's Expence, a Salt Work at *Aresund*, near the *Færder* Island, with a great Pile of Buildings; and the Water there being much fresher than in the North Sea, is pumped up to the Top of the Grader House, from whence it is conveyed by a great Number of Spouts, and falls upon many Hurdles, with the Bark taken off, in Order to dissipate the fresh Particles of the Water, and prepare the Remainder for the Pan, to which the House being left open on all Sides, that the Air may have a free Passage, is intended to contribute, and by this Method they endeavour to imitate the Salt of *France* and *Portugal*, though the Quality is much inferior, and will not keep in damp Places.

This Kingdom has many good Ports, but the following ones only are appointed for the landing or lading Merchandize, from or to foreign Parts, or those of the King's other Dominions, whose Trade I shall briefly particularize, having already spoke of it in general.

*Årendal*. The usual Exports of this Place are short Timber, and a few coarse sawn Deals.

*Bergen* was once a first Rate Hans-Town, and the Seat of a Bishop and Grand Bailly, though its Trade has for some Time gone very much to Decay; at present its principal Exports are Tar, ordinary nine or ten Feet Deals, salt Cod, Stockfish, Herrings, and Salmon; here all Sorts of Corn may be imported, on paying a Custom of twelve Sti. Specie per Barrel.

*Christiana* is a City about a hundred and thirty-seven Years old, the Residence of a Viceroy, Bishop, Grand Bailiff, and is the High Court of *Norway*; from hence are shipped the greatest Quantity of the best Deals in this Country; and besides it has an Allum, and a Stuff Manufacture.

*Christiansund*, built about an hundred and twenty Years ago, is the Seat of a Bishop, and Grand Bailiff; its chief Exportation Timber, and a few Deals mostly ill sawn.

*Christiansund* was called *Faarfund* until 1732, when the late King gave it its present Name; its yearly Exports are about two thousand Barrels of Tar, some bad Pitch, of which they have little in *Norway*, Stockfish, 10,000 Barrels of Cod and Ling, 48,000 Barrels of Herrings, some few Deals, Train Oil, and Salmon.

*Drammen* is a general Name for *Bragnes*, *Copperwyk*, and *Strømsøe*; it exports great Quantities of Deals and Timber. It lies about four Miles distant from *Konigsberg*, where the Silver Mines are, and by a Placart, dated May the 4th, 1706, all Ships going to *Drammen* in Ballast, are directed to cast it out near the Custom-house, for Preservation of the Ground whereon it is built.

*Drontheim*, called also *Trundheim*, is an ancient City, and was formerly the seat of the *Norway* Kings; though now become the Residence of a Grand Bailiff, and Bishop, whose Cathedral is the most magnificent of any in the Country, being built with a coarse black Marble, which a neighbouring Quarry produces. Its Exports are fourteen Feet three Inch Fir Deals; great Quantities of nine to ten Feet one and half Inch ditto; red and white Deals, in all ten to eleven hundred thousand; Tar, and near five hundred Tons of Iron, mostly for *Amsterdam*.

*Molla*, a small Port, which only affords some Tar and Fish.

In 1748 the above three Ports were farmed by several of the Inhabitants for ten Years, at the annual Rent of 32,000 Rix-dollars, which has produced them very great Profits by the yearly Income of 40,000 Rix-dollars from *Drontheim*, 20,000 from *Christiansund*, and 6000 from *Molla*.

*Flekkefjara*, whose chief Exports are Salt Fish, Herrings, and Stockfish.

*Frederichsbald* is the easternmost Town in *Norway*, and was built about a hundred and twenty-eight Years ago; it is separated from *Sweden* by a Ford two *English* Miles broad; and its Exports are confined principally to Deals, with a few Balke

and Spars: Its Oplag occasions the Importation of all Goods in their own Ships, besides Iron from *Sweden*, under any Colours.

*Friderichstad* rose on the Decline of *Sarpsburg*; lying a Mile and a Quarter up the River *Glommen*, about a hundred and seventy Years ago; from hence many Mafts, Load Balks, Deals, Spars, small Balks, &c. are annually exported: It is the best fortified Town in *Norway*; but as several of the Fortifications are built on a Clay Ground, with a Boggy Bottom, the Foundations frequently give Way and sink.

*Holmstrand*, a small Town, that exports a few Deals, Balks, and Sparwood. It lies in the Earldom of *Farsburg*; and on the Island called *Long Oe*, near to it is a very great Quarry of grey Marble.

*Krageroe* is another small Town, yielding some Deals, Balks, Spears, and Spars; and some Years ago it produced the best fourteen Feet Deals in *Norway*.

*Langesund*, a small Place; subject to the Custom-house of *Porfgrund*, affords some small Balks; but mostly Sparwood.

*Laurvi*, a small Town in the Earldom of the same Name, within *Starvern*, where the Earl has a fine Iron Work, produceth chiefly that Sort of Deals called *Schirven*, which are commonly esteemed the best.

*Mandball*, a little Place lying two Miles on the East Side of the *Naze*, yields some short Timber, and a few low priced Deals.

*Mof*, a small ancient Town, whose chief Exports are Sparwood, and a few Deals; though it has a fine Iron Work, and several Saw Mills.

*Porfgrund* has the Custom-house for itself, *Brevig*, *Lofgrund*, and *Scheen*; the two first exporting very good large Timber, especially the Sort called *Bratsburgh* Spears, Sparwood, and some Deals; at the last Place are fawn the Cloister Deals from twelve to eighteen Feet long; the best in those Parts.

*Romsdabal*, a small Town, whose Exports usually are some Fish, and a little Tar. *Rus-oe*, commonly called *East-Ries*, produceth chiefly short Balks, Spars, and some few coarse ill-fawn Deals.

*Sand* lies on the West of *Christiana* River, though the Ships chiefly lade on the East Side, at *Drobark* and *Wenebeck*; its Exports are great Quantities of white Wood Balks, and Spars, principally for the *Hollanders*.

*Starvanger*, a very poor Place, mostly inhabited by Shipmasters, who are chiefly employed in carrying Fish from *Bergen*, and the adjacent Ports, coastwise, and some small Matter to the *Belt*.

*Sandefjord*, a small Place between *Laurvig* and *Tonsberg*, whose chief Produce is Spars for *Denmark*, as there are few Instances of Foreigners lading here.

*Sundbard*, a small Town N. W. of the *Naze*, ships a little Fish and some Tar.

*Tonsberg* is deemed the oldest trading Town in *Norway*, and has the Ruins of an ancient Stone Building, supposed to be the Relicts of a Palace, where one of their Kings resided; it is now a poor Place, and the Exports reduced to a few white Deals, Balks, and Sparwood.

Two or three Ships are sent yearly from *Copenhagen* to *Finmark*, which lade with Fish and Oil, mostly for *Holland*; and one or two likewise go from the same Place, chiefly with Provisions for the Garrison at *Greenland*, and to carry Missionaries, as the Inhabitants want but few Necessaries, or seem to have no Care for more than the present.

*Wardhuus*, or *Wardbuys*, is the northernmost Fort in *Norway*, where the King of *Denmark* keeps a small Garrison: It lies in 70 Deg. 45 Min. Latitude, and its Longitude from the Meridian of *London* is 27 Deg. 50 Min. Near it the River *Tanne* takes its Rise, and runs through *Lapland*, from the different Ports of which, and *Finland*, ten or twelve Ships, of about two hundred Ton, lade yearly with Fish for *Copenhagen*, and from the latter many to *Bergen* and *Drontheim*.

The Havens of this Country are very numerous, and most of them very safe, but many of them abound with the Worm so prejudicial to Ships' Bottoms; no one is permitted to go into or out of them without a Pilot, as per Placart *March* 5, 1725; where the

1st Article is, That all Ships going into Harbour, either to lade there, or destined to other Countries, shall pay Pilotage conformable to this Regulation, and not be allowed, whilst a Pilot is to be got, by themselves, People, or any false sworn Pilots,

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Pilots, to carry their Ship in or out of Harbour, or to follow other Ships, for if they do, they are liable to pay Pilotage at the Custom-house.

2dly, One Tenth is to be deducted out of the Pilotage for the Captain, who is Chief over all the Pilots, and the remaining nine Tenth to the Pilot.

3dly, The Summer Pilotage, viz. from the 16th of *March* to the 16th of *October*, from Sea, is to be for a Ship drawing 4, 5, and 6 Feet Water

Rd. Ro. s.

1	0	0
7	1	1 8
8	1	2 16
9	2	0 0
10	2	1 8
11	2	2 16
12	3	0 0
13	3	1 8
14	3	2 6
15	4	0 0
16	4	1 8
17	4	2 16
18	5	0 0

Winter Hire,  $\frac{1}{2}$  Part more to be paid from the 16th of *October* to the 16th of *March*, and when the outer Rocks do not exceed one Mile from the Port, only single Pilotage is due. For every Foot above 18, 1 Rixdollar per Foot more than the 5 Rixdollars, the Feet to be reckoned as are marked, and the Pilotage to Sea to be  $\frac{1}{2}$  less than this bringing in, and nothing reckoned for  $\frac{1}{4}$ ,  $\frac{1}{2}$ , or  $\frac{3}{4}$  Feet.

Fly-boats, Hays, and other flat built Vessels from Sea

4, 5, and 6 Feet Water

Rd. Ro. s.

1	2	0
7	2	0 0
8	2	2 0
9	3	0 0
10	3	2 0
11	4	0 0
12	4	2 0
13	5	0 0
14	5	2 0

Or half as much more as sharp built Vessels.

Pilotage by the Mile, when do not exceed four,

Ships of 4 to 6 Feet, each Ft. 0 1 8

6 to 8	0	1 12
9 to 10	0	1 16
11 & 12	0	1 20
13 & 14	0	2 0
15 & 16	0	2 8
17 & 18	0	2 16

Flat built Ships pay  $\frac{1}{2}$  more; above this Depth 1 Rixdollar more for each Mile; if the Pilot carry a Ship above four Miles, he is to receive  $\frac{1}{2}$  Part less, but if nine or twelve Miles inclusive,  $\frac{1}{2}$  less for each Mile. Winter here to receive  $\frac{1}{2}$  Part more also, for Pilotage in and out.

Whilst the Pilot is aboard, the Ship Master must provide him free Meat and Drink, but if obliged by contrary Winds to keep the Sea, one, two, or more Days, the Master, exclusive of the Pilotage, must pay the Pilot two Rixorts daily.

N. B. Nothing to be paid the Pilot for Attendance whilst the Ship is in Harbour, nor can he demand Provisions.

4. The Pilots must not, on Forfeiture of their Place, take more Pilotage than what this Placart allows, except in stormy Weather, where Hazards are run, or more Persons employed for the saving People, Ship, and Cargo, or when the hath lost Masts, Sails, or Rudder; the Pilot may in such Case agree above the common

Rate. If the Master refuse to agree, the Pilot notwithstanding must do his Duty, and the Pay be settled by the *Oldermans* and two disinterested Persons; but if either Party be dissatisfied, the Magistrates may attempt it; if their Determination be also disliked, it may be appealed to the Court of Admiralty in *Copenhagen*.

5. As soon as the Pilot sees a Ship in the Offing, with her Colours out as a Waft, he shall go with his Boat without the outer Rock, and continue on board her until safely moored. If in clear Weather a Ship put out a Show for a Pilot, being in some Danger, and no Pilot appears, they ought to attend in that Neighbourhood; and having no reasonable Excuse, shall forfeit two Rixdollars each to the Poor. And the *Oldermans*, for not keeping better Order among the Pilots, shall forfeit four Rixdollars for the first Neglect, five for the second, and lose his Office for the third.

6. A Ship having brought to for a Pilot with his Colours out, and none near at hand, the Fishermen who have been used to officiate as Pilots, may then take Charge of the Ship and carry her in, recovering full Pilotage for their Trouble, without any Deduction, though none but Pilots may carry a Ship to Sea, except Fishermen appointed by the *Oldermans*.

7. That the Pilot-Boats may be known, they shall carry a red Cloth in the Middle of their Main-Sail, but when they cannot use it, shall shew a white Cloth at the End of their Sprit; and on Neglect to shew these Marks, they shall each Time forfeit two Rixdollars to the *Oldermans*, and two ditto to the Poor. Fishermen using such Signs shall forfeit four Rixdollars each Time.

8. When a Master hath got a Pilot on board, he shall not be obliged to take another on his coming into another Pilot's District, if the Pilot he has is acquainted and willing to proceed farther; though if the *Oldermans* order another Pilot, the former must quit, to prevent the Harbour's being left destitute; but if the Pilot engages to go farther than he is acquainted, and a Damage happens, he shall pay it, as the Law directs. *Code IV. B. I. Cap. v. A.*

9. When a Master has any reasonable Cause to complain that his Pilot has not done proper Duty, and the Weather permitting, Colours were put on to shew the Want of a Pilot, the Master shall in this Case take the Pilot and *Oldermans*, and in Presence of two Sea-faring Shipmasters, whom the Magistracy shall appoint, make an Attestation thereof, and the Master shall have Credit for Law Charges until a Decision, each Party obliging themselves to be satisfied therewith; and a Pilot, having Reason of Complaint, is entitled to the same Liberty.

10. The Pilots are to have Blanks in the Master's Language, for him to sign, notifying what he has paid him, as shall the Pilot for what he has received.

11. Wind and Weather permitting a Pilot to conduct a Ship into a convenient Harbour, he must not on any Account carry her into one where the anchoring Ground is too deep, especially late in the Year, or in Winter, except in Cases of Necessity; and then the Pilot shall before-hand acquaint the Master with the Circumstances, and must however anchor in the most convenient Place, on Penalty of four Rixdollars; and the same Sum on neglecting to take an Attestation that it was not his Neglect. A Pilot conducting a Ship through dangerous Places, or altering the Land Marks, shall be imprisoned for Life in *Bremerholm*, or suffer Death if he deserves it.

12. As the Captain is allowed one Tenth of the Pilotage, the *Oldermans* of the Pilots shall have three Stivers on each Rixdollar, both of them to be deducted out of the stipulated Rates; and if Pilots carry in and out of Harbour, which do not lade or deliver in that Country, the Captain's Salary shall be only one twentieth Part.

13. Forfeitures to be distributed among poor Sailors.

14. The Collectors of the Customs are to assist the Pilots in getting their Pilotage, and not clear the Ships until they are satisfied, or have the *Oldermans*'s Attest what Draught of Water she drew in and out, but must deduct the Salaries, if the Master has paid them to the *Oldermans*.

15. A Master sailing before he hath paid his Pilot, shall, when met with in *Norway*, pay the Debt, and the like Sum to the Poor, besides the Law Charges: And a Master using a Pilot ill shall forfeit as the Law directs.

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16. As Pilots are always obliged to keep a Look out, they shall have Reserves of others.

17. If the Magistrates' or Admiralty's Decisions in Law Suits between Masters and Pilots are disliked, either Party may appeal to the King.

18. Ships bound to any Port within the *Fæder*, and stop, with a fair Wind; in any out Harbour to smuggle, the Pilot shall immediately inform the nearest Officer of Justice; and the Master, on due Proof made against him, must pay the two hundred Rixdollars, as directed in the Book of Rates; the same to be also observed North of the *Naze*: And a Pilot neglecting to give such Information shall lose his Place.

19. The King commands all his Military Officers to be assisting herein, and to keep these Orders as a Law.

Masters of Ships must make a true Report at the Custom-House, within twenty-four Hours after their Arrival; and, if required by the Collector, must produce authentic Bills of Lading. The not reporting within this Time limited, incurs a Penalty of twenty Rixdollars daily; if they neglect to report all their Cargoes, they must pay twenty *per Cent.* on the Value of that Part omitted, except he will make an Oath it was an Error, without any sinister Intent to smuggle them. If they belong to Master or Mate, they are confiscable and liable to double Duty.

Masters must be careful not to sail without their *Told-Zedel*, which is a Passport given them from the Custom-house, containing a List of the Cargo, and that the Lastage, Teinde, or tenths, a Custom, and Lights are paid; otherwise being found without it, and the Cargo is discovered not to be duly entered, treble Duty must be paid, and the Master condemned to Chains for Life in *Bremerholm*; if the Ship be only in Ballast, the Punishment is to pay ten Rixdollars, and the producing false Passports, with an Intent to defraud the Revenue, incurs a Forfeiture both of Ship and Goods.

The Lights in this Province are the *Fæder*, built on a high Rock at the Entrance of *Christiana* Fiord, and two on the *Naze* Point; in *Denmark*, they have the *Schaw*, and *Anbolt* in the *Cattogat*; that on the Sand Bank called *Scagen*, at the Point of *Jutland*, was some Time ago washed away, and I believe not yet restored.

The Sea Marks here, are the Cow and Calf near *Mandabl*. Off *Merdoe* Island, the *Trom* Hills, and *Trom* Church, with a new built whitened Steeple, and the above-mentioned Light-houses.

The *Danish* trading Companies, are that of the *North*, the *Iceland* Company, and the *East-India* Company. The first was established at *Copenhagen*, in 1647, by *Frederick III.* which has not only very considerable Settlements in *Norway*, but they send their Ships also to the Port of *Varanger*, at the Bottom of the Gulf of the same Name; from whence their Commissaries penetrate by Land, both into the *Danish* and *Muscovite* *Lapland*, on Sledges drawn by Rein-deer.

They also extend their Trade to *Borandia* and *Siberia*, where their Factors advance even to *Panigorod*, the Capital of this Part of the *Czar's* Dominions; and the Goods they carry are Rixdollars, Tobacco, Brandy, and Linen, which they truck against a Variety of Furs, the only Products of these Parts.

The *Iceland* Company also owe their Charter to the said Monarch *Frederick III.* who granted them his Letters patent in the same Year the Northern Association obtained theirs. It is the Ships of this Company only that are permitted to trade with this Island, which lies in sixty-five Degrees forty-four Minutes of Latitude and thirteen Degrees and thirty Minutes of Longitude. The Inhabitants, although at present Christians, are notwithstanding almost as much Barbarians, as before this Religion was professed among them. They neither buy, nor sell, or know the Use of Money; so that all their Trade consists in Barter, either with Strangers, or between one another; this Isle became subject to *Denmark* at the same Time with *Norway*; and their chief Traffick consists in Beeves, Sheep, and Horses, and the Skins of these Animals, dry or salted, dry Fish, Butter, Tallow, Brimstone, and the Furs of Foxes, Bears, Wolves, &c. Among the Sheep they have a very extraordinary Sort, being large, with eight Horns, which the Natives are obliged to saw off, for fear of their wounding the other Cattle, as they are difficult



difficult to tame; their Wool is thick and fine, which recommends it to a good Sale.

The *Danes* carry to these Islanders, in Exchange for Commodities, Tobacco, Linens, Flour, Beer, Wines, Brandy, Iron, Cloth, some Hard-Ware, &c. all conveyed to *Kirkebar*, a large Town, or small City in the Island, where the Merchants and Factors reside; and though the Trade to *Greenland* has nothing to do with the Company's Charter, yet as it still lies farther North than *Iceland*, I shall speak of it here, as in its proper Place.

This Country, in a Manner unknown, and its Limits yet undiscovered, has hitherto hindered the Learned from determining whether it is a Continent joining to that of *America*, or *Tartary*, or whether it is separated from both, and is an Island. The Smallness of its Products are suited to the Paucity of its Inhabitants, as it affords nothing but Whale-Fat and Oil, Seal Skins, and the Teeth of a Fish called *Towak*, more valuable than Ivory for its Whiteness; which they truck with the Whale-Fishers, who land here to boil their Blubber, against Knives, Scissars, Needles, Looking-Glasses, &c. And as I have no where taken Notice of the Value and Importance of this Fishery, which now begins to be regarded here, as it is encouraged by the Government, and the Success of our late Attempts in it; I presume it may not be disagreeable to my Readers, to be advised of what may annually be taken in that Sea. I shall therefore give a List of the Ships which fished there in the Year 1737, with the Fortune they each had in their Enterprize.

The *Dutch* then sent into the *Greenland* Sea an hundred and six Ships, which caught three hundred and fifty-five Whales. The *Hamburgers* seventeen Ships, that took thirteen Whales and a half. *Altena* sent five Ships, and got seven Whales; and *Bremen's* ten Ships caught eleven Whales; these were all *extra* of the Adventurers to *Davis's* Straits, whose Engagements were yet more considerable.

The *Danes* began late to engage in long Voyages, at least to the *East-Indies*, and it was not before the Middle of the seventeenth Century, that their Colours were seen in the Gulf of *Bengal*, and on the Coast of *Pegu*. At present they carry on a pretty good Trade to those Parts, by a Company established in 1612, and whose Privileges were enlarged, and its Commerce extended by a Grant from his *Danish* Majesty in *January* 1728, which made them in a Manner a new Association; and for a Fund they opened Books to take in Subscriptions, at *Altena*; but this new Company being strongly opposed by the Maritime Powers, which undoubtedly had an Influence on the intended Subscribers, the Thing dropped, and the Company remained on its primitive Footing; but the late King, in Order to assist and encourage their Undertakings, advanced them a hundred thousand Crowns in 1740, that they might push their Trade with more Vigour.

The Isle of *St. Thomas*, seated in the North Sea, at fifteen Leagues Distance from *Porto-Rico*, is the only Colony that the *Danes* have in the *West-Indies*. The *Hamburgers* have also a Factory here, from whence they carry on some Trade with the *Antilles*.

The Products of this Isle are but little, for though some Sugar and Indigo are gathered here, they would not be capable alone to support the Inhabitants, if they found not in their Situation, a Resource elsewhere, from whence to procure, not only a Support, but to set forward an advantageous Commerce, consisting principally in the Negro and contraband Trade carried on with the *Spaniards*: their having made their Isle a free Port likewise greatly contributes to their Benefit, as it attracts the Business of all the illicit Traders in those Parts. But now to return to the *Baltick*.

#### Of the Trade of COURLAND, PRUSSIA, and POMERANIA.

THE small State of *Courland* has properly but one Port in the *Baltick* Sea, which is *Libaw*. *Memel*, at the Entrance of the Gulf of *Courland*, although it belongs to *Ducal Prussia*, I insert it here, as it is between these two Cities that all the Trade of this Country is transacted, of which Wood and Grain make the most considerable Part. Linseed shipped from hence in great Quantities is the most

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most esteemed of any in the North, whereof large Parcels are used in *Holland* for extracting its Oil, and in *France* and *Flanders* for tanning; and this Trade is sufficient to employ twenty-five Ships yearly in it from *Holland* only.

*Konigsberg* is the Capital of Ducal *Prussia*, seated on the *Pregel*, that falls into the *Tripef*, called by some the *Hae*, a Sort of Lake that communicates with the Sea; but it is at *Pilau*, a considerable Fortrefs at the Entrance of this Lake, that the Vessels at first arrive in their Way to *Konigsberg*, which is more than eight Leagues distant, and cannot be gone up by Ships drawing more than ten Feet Water. This Inconveniency, which occasions great Expences, is followed by two others, *viz.* Strangers may not house their Goods in Order to wait a favourable Opportunity for their Sales; neither is the dispersing them within Land by the Canal. permitted, nor their Sales suffered to be made to any other than the Inhabitants of the City.

Besides the Products of the Province, the *Pregel*, which has its Rise in *Lithuania*, serves for Transportation to *Konigsberg* of that Country's and *Poland's* Products, such as Pipe-staves, Deal Boards, Wheat, Rice, Barley, Millet, Hides, Furs, Hemp, inferior to what is got from other Parts of the North, Flax, Wax, Honey, Tallow, Pot-Ash and Wood Ash; the Imports there are Woollens, Salt, mostly from *France*, of which near eight thousand Lasts are sold here annually for the Consumption of *Prussia* and *Lithuania*. The other Goods proper for this Commerce are Iron, Lead, Pewter, about one hundred Barrels of Wine, one hundred ditto of Brandy, and the same Quantity of Vinegar; Butter, Cheese, Sugar, Tobacco, chiefly *Clerac* and *Martinico*, of which a hundred thousand Pounds may be used here yearly, Spice, and, as in all the Rest of the *Baltick*, Rix-dollars.

*Dantzick* is, of all the Cities seated on the *Baltick* Sea, that where the greatest Business is transacted. The *Vistula*, on whose Borders it is built, near a League from its Mouth, conveys to it all the Merchandizes of *Poland*, whose richest Palatinates this River wathes for more than one hundred Leagues in its Course, and serves to transport in Return those foreign ones with which its Warehouses are always well stocked. Ships drawing more than eight Feet Water cannot get up to the Canal, running from the *Vistula* to the City, so that if they draw more, they must be lightened in the Road, which is an excellent one, and carry the Part of the Cargo so taken out in Boats.

The Magazines for Grain established at *Dantzick* in an Island, partly formed by the *Vistula's* Channel, are very famous in all *Europe*, and they certainly deserve it, if there is no Exaggeration in the asserting, that they annually supply Foreigners with eight hundred thousand Ton of Wheat. It is a Privilege of the Burghers, that they only are permitted to purchase the *Polanders'* Wheat, when once brought into their City; but on the other Hand they are obliged to take all that comes in, at a Price fixed by the Magistrates. Strangers here are subject to the Inconvenience, as at *Konigsberg*, of being debarred the Liberty to send their Goods within Land, or selling them to any others than the Citizens; but the Hardship is something alleviated here, by the Permission to house them till a favourable Opportunity offers for their Disposal.

The Ladings of the *English*, *French*, and *Dutch* Ships for this City consist of a Quantity of Cloths and Silks, Spice, Dying Woods, Drugs for that Use, and Medicines, *Italian* Cremor Tartari, Sugar, Oil, Paper, all Sorts of Hides, Salt, Wine, and *French* Brandy.

Wheat and other Grain, I have already observed, are the principal Exports from *Dantzick*; here are however many other Goods, that this Place furnishes Trade with, of which the most considerable are Ships' Masts, Oak and Deal for Carpentry, Flax, Pot-ashes, Weed-ashes, Honey, Wax, Tallow, Steel, Iron, Copper, Lead, Saltpetre, Pitch, yellow Amber, Bees Hides, Skins, Wool, and *Poland* Salt, when the *English* and *Dutch* cannot have this Commodity from *France*.

*Stettin*, which is the Capital of Lower *Germany*, has the greatest Share of the Trade of it, altho' it has other Ports, as *Stralsund*, *Wolgast*, and *Colberg*, this last in the Territories of his *Prussian* Majesty, where some is transacted, yet but little in Comparison with that of the first mentioned City, which is seated in the four Branches of the River *Oder* that preserve its Name, and which falls into the *Baltick* about eight or ten Miles from it. Ships cannot go up to the City, but

are generally unladen at *Stenwert* or *Wolgast*, from whence the Goods are carried in Boats.

At *Stettin* are to be met with, not only the Products of *Pomerania*, but also those of *Silesia*, and the Marquisate of *Brandenburgh*, brought there by the *Oder*, which partly crosses them, and consists chiefly in Grain, Ships' Masts, Woods, Hides, coarse Wool, Honey, Flax, and *Silesia* Linens: Their Imports are Spice, Silks, Woollens, a large Quantity of Sugar, many Herrings, twelve to fifteen hundred Lafts of *French* Salt, a few Wines, leis Brandies, and elsewhere, a good Fund of Rix-dollars.

*Of the Trade of LIVONIA, and its principal Cities.*

THE Possession of this vast Province was a long Time disputed between the *Muscovites*, *Polanders*, and *Swedes*; but by the Treaty of *Oliva*, in 1660, it was divided between the two last Powers, to which a third may be added, viz. the Dukes of *Courland*, who enjoyed a Share of it, under the Protection of *Poland*. But the last War in the North, begun in 1699, dispoiled the *Swedes* of it; after divers Events equally glorious to *Charles XII.* King of *Sweden*, and to *Peter I.* commonly called *Peter the Great*, Emperor of *Russia*; though more fortunate in the End to this last, who remained in the Possession of all *Swedish Livonia*, and it is now Part of the *Russian* Dominions.

The Peace concluded after the Death of *Charles XII.* killed at the Siege of *Christianstadt*, having adjudged *Livonia* to the Emperor, thereby in a Manner rendered him Master of the Trade of the *Baltick*, in opening to him the Ports of *Riga*, *Revel*, *Narva*, and *Pernaw*, whose Commerce is of so much the more Importance, as not only the Goods of the Country, but a large Quantity besides, are brought here from *Russia* and *Poland* in the Summer, by the Rivers on which three of these Cities stand; and in the Winter by Sledges.

*Riga*, Capital of the Province, is built on the *Dwina*, which, after traversing a Part of *Lithuania* and *Livonia*, falls into the *Baltick* Sea, two Leagues below the City, where their Ships may get up to, if their Draught of Water does not exceed twelve Feet, otherwise they must be disburthened.

The fittest Time for this Trade is that of the two Fairs, held yearly in *May* and *September*, where most Purchases are made in Rix-dollars, though some in Exchange for Goods brought there; but this Business is something troublesome to Strangers, as they are not suffered to unlade their Ships, till after having sold their Cargoes to the Burghers; and would be much more so, were it not that this Law is often evaded by the Goods being cloaked under borrowed Names, lent, for the Lucre of a Commission.

The few Goods laded for *Riga* consist of *Rbenish* and *French* Wines, hardly four hundred Barrels of the latter, Spice, Salt, of which from five to six thousand Lafts fell here yearly, Sugar, Tobacco, Vinegar, Paper, some Fruit, and Mercery Ware, though all these in small Quantities. The Returns which the *English*, *French*, and *Dutch* get from hence are very considerable, the principal being Furs, of which there is annually brought down the *Dwina* more than a thousand Boat loads, besides what comes in the Winter on Sledges.

The Masts from *Livonia*, which are very valuable, also Oak Plank for Shipping, Ton and Pipe staves, in great Abundance, Deal Boards, Wheat, Hemp, Flax, and their Seeds, especially the last for sowing, and Oil, Pitch, Tar, Wax, Tallow, and excellent Ashes for Glass or Soap.

*Revel* is almost equidistant from *Riga* and *Narva*: It was for some Time among the Number of the *Hanseatick* Towns, but renounced their Alliance in 1550. Its Trade is always very great, but not like what it was before the *English* had discovered the Port of *Archangel* in the *White* Sea, and when it was the Magazine of the greatest Part of the *Russian* Products. Its present Exports and Imports are near the same with those of *Riga*; to which I beg my Reader will be referred.

*Narva*, upon a River of the same Name, not less than the *Elbe*, has enjoyed for a long Time the Privilege of the *Hanseatick* Cities; having been almost

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ruined, and its Trade ceased for near a Century, it did not begin to recover its Credit till after the Middle of the seventeenth. *Olearius* remarks, that in 1654, they imported here at least sixty *Dutch* Vessels, which laded more than the Value of five hundred thousand Crowns in Goods; since which Time it has contested a Superiority in Trade with *Riga* itself, and carried it against *Revel*.

The Neighbourhood of *Novogorod* and *Pleskou*, trading Cities of *Russia*, from which last *Narva* is hardly forty Leagues distant, makes that of all this vast Empire easy to it; and it is the Passage by which almost all the Merchandizes which go even to *Moscow* are transported.

The Commodities proper for *Narva*, or those in which Foreigners invest their Returns, are the same as at *Riga* and *Revel*, and therefore need no Repetitions.

*Pernaw*, a small City on a River of the same Name, was formerly occupied in no other Commerce than that of Wheat, which drew here some foreign Vessels to lade it; but since the Means have been found of bringing down the River a Quantity of Masts, not less valuable than those of *Norway*, and a good deal of other Wood, its Trade is greatly increased; and since 1680, the *Dutch* have annually sent here more than sixty Ships instead of five or six, that they consigned here before. Few Goods are wanted here, and almost all the Trade is carried on by the Intervention of old Rix-dollars.

*Of the Commerce carried on at ARCHANGEL and other Parts of RUSSIA.*

THE Trade of *Archangel* also comprehends that which may be transacted as far as *Moscow*, by Means of the *Dwina* on which this City is built, or other Rivers with which this vast Empire abounds. Besides the *English* and *Dutch*, who alone carry on more Trade here than all other Nations put together, the *French*, *Swedes*, *Danes*, *Hamburgers*, and those of *Bremen*, have their Magazines and Correspondents at *Archangel*. The Commodities fit for this Place may be seen in the Description of the Trade of *Holland*, to which may be added *Bordeaux* and *Anjou* Wines, three Quarters Red, and one Quarter White, Syrops, whitened Linen, Fustians, coarse Cloth, and other light Woollen Stuffs, Ribbons, Hats, Jewels, Household Stuff, and Artificers' Tools.

But of all the Merchandize there is none whose Sale is so sure, or that turns to better Account than the Castor from *Canada*, which often sells for ready Money, though this is seldom the Case with any others.

Furs are, as one may say, the Foundation of the Trade carried on with *Russia*, and the Chief of its Exports; and although they do not differ in Quality from those of *Lapland*, *Borandai*, and *Siberia*, of which I have already treated, yet they are to be found here in greater Quantities, on better Terms, and with less Risk. The *Russian* Leather, dry or salted Hides, Goat, Bear, or Wolf Skins; Hemp, Flax, Hogs' Bristles, Fish Oil, Caviar, Tallow, Tar, Wax, salted Salmon, &c. are Commodities that *Muscovy* yields, and of which the general Staple is established at *Archangel*, which, since its being frequented by the *English*, and afterwards by other Nations, has carried away a great Part of this Trade from the *Baltick*, and particularly from *Revel*.

Of all these Products and Goods, the most esteemed are the Hides of *Jerslaw*, the Honey and Wax of *Pleskou*, the Tallow of *Fologda*, the Oil in the Neighbourhood of *Volga*, the Flax and Hemp of the great *Novogorod*, the Pitch of *Dwina*, and the Sables and other Fur of *Siberia*.

*Astracan*, a City under the Dominion of the *Russian* Emperor, is seated at the Mouth of the *Volga* in the *Caspian* Sea; the principal Merchants trading here are *Muscovites*, *Tartarians*, *Armenians*, and *Indians*. All Sorts of Merchandizes may be sold in the Morning at the Bazar or Market of the *Tartars*, where other Nations have the Liberty of carrying their's. After Noon the *Russian* Bazar is held where the *Armenians* are equally admitted, and the *Indians* transact all their Business in their own Caravanfera.

*Bratoffena* is a Village near to *Moscow*, on the Side nearest to *Archangel*, where Commissioners are established to examine all Goods destined for *Moscow*, which after

after being searched, and the Lead here put on them, are no more distributed till their Arrival at that City.

*Burates*, a Nation of *Muscovite Tartary*, which inhabit along the River *Angara*, and the Lake of *Bekal*. They are rich in Cattle, particularly in Beeves and Camels, with which the *Muscovite* Caravans that go to and from *China* are commonly provided here, paying their Hire in Goods, and not in Money, of which these People make no Account.

The Merchandize proper for this Place are black Sables, Pewter, or Copper Basons; *Hamburgers'* red Cloths, Otter Skins, *Persian* Silks of all Sorts of Colours, and Gold and Silver Ingots. The largest Ox hardly comes to four or five Roubles, and the strongest Camel to ten or twelve, the Rouble on the Footing of five Guilders as in *Russia*.

*Jeroflaw*, a *Muscovite* City on the River *Vologda*, where one of the greatest Trades of all *Russia* is negociated, principally consisting in Hides, Tallow, Linens, and Erufhes.

*Mokaira*, a great Monastery, with a Village of the same Name, seated on the *Kerfime* that falls into the *Volga*, a great River of *Muscovy*.

This Place is famous for its annual Fair held here in the Month of *July*, and which lasts for fifteen Days. The Majority of the *Russian* Merchants usually attend it either to buy or sell; and, for the Conveniency of Trade, here is a wooden Caravanfera built, where they lodge and retire their Goods.

*Solowitzjoda* is a *Muscovite* City, celebrated for its Trade, where are many good substantial Merchants, and excellent Artificers, particularly in Works of Silver, Copper, and Ivory: It has also in its Neighbourhood many Salt Ponds, producing a great deal of that Commodity for Transportation to *Vologda*, and several other Places, even as far as *Archangel*.

*Tomskoi*, subject to the *Czar's* Dominion, is a City seated on the River *Tom*, in *Muscovite Tartary*; a great Trade is carried on from hence to *China*, by the *Cham* of *Busucht*, and the *Buchares*, among which some *Russian* Merchants mix. This Journey is made in three Months, and the same Time expended in their Return, but with an inexpressible Trouble, as every Thing must be transported on Camels, even Wood and Water in some Places; and it would be impossible for the *Russians*, or any other foreign Nations, to perform this Peregrination alone, the Country being full of Robbers, who pillage all Passengers, except they are well accompanied or guarded.

I shall say nothing here of the Trade which the *Russians* do, or might carry on by the *Volga* and *Caspian* Sea to *Persia*; by *Tartary* to *China*; and by the *Black* Sea to the Dominions of the *Grand Signor*, as the other Nations of *Europe* are but little concerned therein, except to account for the Rise of *Petersburgh*, a modern, and now very flourishing City.

*Peter the Great*, having formed an Idea of the vast Advantage his Empire might reap from securing to it the Silk Trade of *Persia*, in the Year 1722 appeared more confirmed than ever in his determined Endeavours to make himself Master of this Branch of Commerce, and in Order thereto, he took Possession, as one may say, of the *Caspian* Sea, and ordered a nice Chart to be made of it, where the Ports and Roads were very regularly described, particularly the Coasts of those Countries where Silk grew in the greatest Plenty, such as *Quilan*, *Schirvan*, and the Neighbourhood of *Schamachi*: In Effect, he accompanied an Expedition on that Sea, seized the City of *Andreof*, in the Province of *Daghestan*, and laid the Foundation of another large Harbour near *Derbent*, at the Bottom of the *Baltick*, in the Gulf of *Finland*, to which he gave the Name of *Peter's-Haven*, better known by that of *Petersburgh*, reducing the Inhabitants of *Derbent*, to have Recourse to him for Protection, and submit to his Laws; and though his Project has partly failed, yet this Settlement, having been frequently benefited by the Court's Preface and Encouragement, is in a few Years grown to be a considerable City, though not corresponding to the apparent Exaggeration of an anonymous Author, who said, some Years ago, that it was likely to become as magnificent as *Versailles*, as strong as *Dunkirk*, and more flourishing in its Trade than *Amsterdam*.

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However, through the great Encouragement given by the reigning Empress Catharine II. to Arts, Manufactures, and Commerce, the Splendour, Popularity, and Affluence of this City is daily increasing; and, by her Attention to maritime Affairs, all Parts of her Dominions are in a State of Improvement, that must render the *Russians* a formidable and flourishing People.

Shipmasters, on their Arrival at *Cronshadt*, have a printed Book of Directions given them, for their Regulation; and they are allowed the Duty of ten Rix-dollars. or what they will amount to, under that Sum, on such Goods as are their own Property.

The Ton here in Freight, is 46 Poods on Leather, and on other Goods 36 Poods, 120 Pieces of L-rillings, 60 Pieces of Sail or Raven Duck, Linens, 6, 8, to 10,000 Arschins, *pe.* Ton, as in Fineness.

*Of the Commerce of SWEDEN.*

ALTHOUGH this Kingdom has always furnished *Europe* with its superfluous Products, it was nevertheless regardless of its Trade, till Queen *Christina* both protected and encouraged it, by the Advantages she granted to, and procured for, this Nation; which till her Reign, seemed entirely to neglect Commerce, either by having its Attention drawn off, through its natural Propensity to War, or the Effects of Sloth and Ignorance, which it would not be at the Pains of removing; but the Cruelty of the Duke of *Alva* made many to escape from the *Low Countries*, and take Sanctuary here, to which Fugitives *Sweden* owes the major Part of the Knowledge it has acquired in Trade; and their Establishment was so successful, as to encourage a great Number of *Walloon*s to transport themselves here, whose Language and Religion still subsists in those Places where they first settled.

They erected Forges and other Conveniences for casting of Cannon, as also for the manufacturing of Iron Wire, and other Works of this Metal, Copper and Brass, which their Descendents continue to this Day; but, notwithstanding all this, the Navigation of the *Swedes* was but trifling, till their aforesaid Princess, on concluding a Peace with *Denmark* in 1644, obtained from that Crown a Concession, that all the Ships, and other Effects of her Subjects, shall pay nothing on passing the *Sound*; since which the *Swedes* have greatly increased in Shipping, and in the late War were the principal Carriers of *Europe*. The chief Articles of *Sweden's* Exports consist of Copper, Iron, Pitch, Resin, Masts, Boards, &c. In Exchange of which, it takes from foreign Parts, Salt, Wine, Brandy, Draperies and other Stuffs; Tobacco, Sugars, Spice, Paper of which they hardly consume yearly two thousand Reams in all the Country, Linen, Vinegar, Fruits from *Provence*, some *Mercery*, and divers other Commodities.

The Trade, which the *Swedes* have with *Portugal*, is that which they can least be without, as the Kingdom chiefly supplies them with the great Quantities of Salt they use; though their Commerce with *England* yields them much more Profit in taking off near half their Products, and bringing them almost two-thirds more of their Value, in Silver than in Goods. The least is that transacted with *France*, as this rather serves to feed their Vanity, than supply their Needs, and consumes but very little of the Country's Manufactures or Growth.

It is at *Stockholm*, that almost all the Traffick of *Sweden* is negotiated; Foreigners not having the Liberty to trade in the *Bottnic* Bay, nor the Subjects of his *Swedish* Majesty, to bring their Goods only to this the Capital, whose Port is deep and secure, though the coming in, and going out, long and dangerous.

The *Swedes* themselves transport the best Part of their Commodities, in their own Ships, to *Holland*, *Spain*, and *Portugal*, and some few proceed to *France*, to lade Wine, Brandy, and Salt. But the *English* and *Dutch* are the People who carry on the greatest Trade with this Country; the first by their Woollens, and the latter with their Spices: though that of the *Dutch* is however the most considerable, especially since they have in some Measure rendered themselves Masters of the Copper Mines, and of the Pitch and Tar made there, by the great Loans they advance to the Farmers of the former, and to the Merchants of the other

Materials so necessary to Navigation, inasmuch that these Commodities are to be met with almost as cheap at *Amsterdam* as *Stockholm*.

Strangers are permitted to deliver their Goods at *Stockholm* without paying any Customs but in Proportion as they go selling, and may, if they find no Vent here, relate them for another Market, on the Payment only of Half *per Cent.* Duty. I have already mentioned, in the Section of this Country's Trade with us, the Merchandize we import from thence, and shall only add a Remark here concerning Copper, whose Purchase is always made with ready Money; that it is better effected in Winter than Summer, as in this last Season it is only to be had at second Hand, so that consequently in the former it may be procured best and cheapest.

The cultivated Lands of this Kingdom are fertile enough, though the major Part have but little Depth; barren Soils manured with the burnt Ashes of the Trees that grow here often produce a very abundant Crop, without any other Tilling or Improvement than the bare covering of the Seed. If the Inhabitants were industrious beyond what mere Necessity forces them to, it would not be difficult for them to raise a Sufficiency of Grain, at least to supply their Wants; but by their Mismanagement they cannot subsist without Supplies from *Livonia*, and other Parts of *Germany* bordering on the *Baltick*, which however are of no Service to the poor People, who live distant from these commercial Reliefs, and are obliged, in a Dearth, to grind the Grain of Beech Trees' Bark, and make it into Bread.

The Wool which their Sheep produce is extremely coarse, and can only serve to make Clothing for the Peasants; their Horses are small, especially in the Duchy of *Finland*, but they are hardy, strong, and vigorous; here are a Quantity of savage Animals, of which the Natives hunt and eat the Bears, Elks, Deer, &c. and take the Wolves, Foxes, wild Cats, and some others, for their Furs.

The principal Lakes of *Sweden*, are the *Weter*, *Wener*, and the *Meler*, which, with many others, are not ill provided with Fish, such as Salmon, Pikes, Perch, Tench, Trout, Eels, and several other Sorts unknown elsewhere; here is, above all, an infinitude of *Streamlings*, a Fish smaller than a Herring, which are salted in Barrels, and distributed all over the Country: And besides these the *North-Bottom*, or the Bay that separates *Sweden* from the Duchy of *Finland*, is so abundant in Seals, that a large Quantity of Oil is extracted from them, and transported to divers Places. In the Lakes of *Finland*, vast Numbers of Jack are taken, of which, some are salted, and others dried, and afterwards sold to very good Advantage.

Among the Mines of this Kingdom there is one of Silver, which is about one hundred and forty-five Braces deep, and yields, after great Labour and Trouble, near the Value of twenty thousand Crowns of fine Silver yearly; though this is not above Four *per Cent.* Profit. The Profundity of the Copper Mine does not exceed eighteen Braces; it is of a very great Extent, but subject to Damage from Time to Time, by the falling in of the Vault, which however is not all Loss, as the Mineral procured from this Rubbish makes some Amends, though the Detriment of this Occurrence is always considerable. The Copper that is annually extracted from this Mine produces about two hundred thousand *French Livres*, of which the King has one fourth Part, besides twenty-five *per Cent.* on all the Ore carried away uncleaned; and he has the Preference of all the Silver to take it at one-fourth Part less than its Worth.

The Mines and Forges of Iron are here also very numerous, especially in the mountainous Parts, where there are commodious Water-falls to turn the Mills, so that, besides the Iron used in the Country, there is yearly exported for near the Value of three hundred thousand *Livres*. At *Stockholm*, and the Castle of *Tencopingb*, near the Frontiers of *Denmark*, are large Magazines filled with this Metal, brought from *Oerbro* in *Nerwa*, as Opportunities offer, and of which they are continually making all Sorts of Fire-Arms. For what regards these Mines, there is besides the Inferior-Courts, and Officers established in many Places, a general one, called the *College of the Mines*, which has its Sessions, or Assemblies, at *Stockholm*, of which the President of the Treasury is generally the Chief, as-

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sisted by a Vice-President, and other Assessors; the Laws are in this more exact and circumstantial, than those for any other Affairs, and Justice is commonly administered here with a great deal of Care.

This Nation has no Settlements in *America*, though the Great *Gustavus Adolphus* had projected a Company for the other *Indies*; and his Letters Patent given on this Occasion, the 14th of *June*, 1626, are yet extant, by which he invited his Subjects to an Engagement in it; but the Wars which rendered him so famous, and wherein he sacrificed his Life in the Arms of Victory, hindered the Execution of his Scheme, which died with him, as it is not known that any of his Successors followed it; at least it was never till lately put into Execution; it is true, that in the Reign of *Christina* his Daughter, so known and celebrated for her Love of the *Belles Lettres* and her Abdication of the *Swedish* Crown, her Subjects attempted some Settlements in the *West-Indies*, where they sent a Colony, and called their Establishment *New Sweden*, and the City they built there *Christina*; but this lasted not long, as they were driven out by the *Dutch*; and no other Establishments have been made, or Charters granted, either in *Asia* or *America*, till the 4th of *June*, 1731, when his *Swedish* Majesty founded a Company, by Letters Patent in Favour of *Henry Koning*, and his Associates, whose chief End was to commence and regulate a Navigation and Trade to certain Parts and Places in the *East-Indies*, where the other Powers of *Europe* had not acquired any Jurisdiction or particular Right of Trade. This Patent gives the said Company a Liberty to sail to, and trade in all Places beyond the Cape of *Good-Hope*, where other Nations have a free Commerce, for the Space of fifteen Years, but they are not to extend their Trade to any Port belonging to other *European* Princes or States without their Leave. The Ships employed in this Trade shall always sail from *Gottenburgh*, and return there to unlade; and the Company shall pay the King and Crown, during the said fifteen Years, a hundred *Dalers Silbermunt per Last*, for every Vessel they employ and lade for the said Traffick, according to their Size; for which Purpose they shall be measured before their Departure from *Gottenburgh*, and this Impost to be laid in *Carolins* in Specie, six Months after their Return; and the Company shall also pay for the Goods they shall bring from the *East-Indies*, two *Dalers Silbermunt per Last*, in Lieu of the City Duties. The Company may fit out what Number of Ships they think proper, on Condition that they be bought or built in *Sweden*, and furnished there with all the necessary Materials, provided such Ships and Materials are to be had there; but, if not, the Company has Liberty to procure them where most convenient; only to regard benefiting the Fabricks, Products, and Manufactures of *Sweden* all possible. The said Ships shall carry the *Swedish* Merchant Colours, and be provided with Commissions signed by his Majesty, and Passports from *Algiers*. The Company may employ in their Trade what Funds they judge convenient, and raise them either by Subscription, or otherwise, as they think proper; they may also put aboard their Vessels what Guns and Ammunition they shall want; all Sorts of Merchandize, and Products, Silver coined, or otherwise, excepting the Specie of the Country, bearing the Arms of his Majesty of *Sweden*; and in like Manner may bring back, unlade, and sell, whatever Goods they will. The Ships not to be stopped from sailing, or hindered coming into Port on their Return on any Pretext whatsoever. The Wood and Materials which the said Company shall transport from one Part of *Sweden* to another, or from any foreign Place, for the Construction or Refitting of their Ships, shall be exempt from all Duties, as their necessary Provisions and Stores shall be, provided that after their Declaration at the Custom-house, and put under Lock and Key at the Company's Warehouses, till the Time of their embarking, they pay the Custom-house one-eighth *per Cent.* Recognition. But for the Products and Fruits of *Sweden*, where-with the Ships may be laden from *India*, they shall pay the customary Duties, according to the Tariff, as also those of the City. The stopping of the Goods brought home, on carrying from the Ships to the Magazines, or from one City to another, is prohibited after Payment of those before stipulated to the King. The Captains shall, for the Discipline of the Sailors and Soldiers, have the same Authority as Commanders of the King's Ships, though they shall conform to the Company's

Company's Instructions in every Particular relative to their Navigation and Trade, provided they are in nothing contradictory to this present Grant. None of the Equipage of the said Ship shall be forced into the King's Service, nor that of any other whatsoever: But it is not permitted to employ other Soldiers or Sailors who have deserted his Majesty's Service. They have a Faculty to arrest, by the Magistracy of the Place, all Soldiers or Sailors who shall have run away, before the Time elapsed that they had engaged for. The Ships having delivered and sold their homeward-bound Cargoes, the Purchasers shall pay no Exports, or any other Duties, whether they send the Goods to some other Port in Sweden, or directly to a foreign one, except one-eighteenth *per Cent.* called Recognition. The Direction of the Company shall always consist of at least three Persons of Experience and Probity, who are to be either born or naturalized in Sweden, and Residents there; and the said Company may make such Regulations as they shall judge convenient, provided they are not contradictory to the Articles of this present Privilege. The Company may appoint what number of Supercargoes, Officers, Sailors, Soldiers, &c. they shall deem necessary, whether Natives or Foreigners, which latter shall enjoy the same Privileges as Swedish Subjects. As to the Stock of Strangers, or others interested and engaged in the said Company, shall not be arrested on any Pretence whatsoever; and his Majesty will naturalize all such as shall apply for it, according to their Quality and Condition. If it happens that the Company, or those employed by them, be molested, ill used, or hindered in their Trade by any one, or in any Part of the World whatsoever, his Majesty grants them full Power to obtain Satisfaction, and do themselves Justice by every convenient Means, and to repulse all Violence; regarding those as Pirates and publick Enemies who offer it, his Majesty willing that the said Power be expressly inserted in all the Commissions he shall sign; and if, contrary to all expectation, the said Ships should be attacked or taken, his Majesty, after having examined the Injury done them, and found that they had in nothing acted contrary to the first Article of this Charter, will grant them his Protection, and sufficient Power to obtain Justice, and an entire Indemnity, either by Way of Reparations, or in the speediest Manner possible. All other Subjects are prohibited, during the said Term, to carry on any Trade to the *East-Indies*, on Penalty of his Majesty's Displeasure, and Confiscation of their Ships, Effects, &c. His Majesty promises to change or augment the Privileges contained in the present, if it shall be found necessary, for the Promotion of the said Commerce. Given at *Stockholm* at the Senate, &c.

*Of the Commerce of SWITZERLAND and GENEVA.*

THE *Swiss*, so famous for their Candour, Fidelity, and Bravery, are also equally celebrated for the Trade which the principal Cities of their Cantons transact with Strangers. The Situation of their Country between *France*, *Germany*, and *Italy*, joined to the profound Peace they have always enjoyed, and to the Facility of Transportation, by Means of the Rivers *Rhine* and *Rhône* that flow from their Territories, occasions their Traffick with those States, and the *Low Countries*, to be very considerable, especially in Time of War, between the Powers who possess them. By the *Rhine*, *Switzerland* has a Communication with the Ocean, by the *Rhône* with the *Mediterranean*; and it may be said, that it even makes the Communication of the two Seas; since that of the *Rhine* may be gone up as far as *Seyffel*, seven Leagues from *Geneva*, where the Goods embarked for *Morges* are transported to *Yverdun*, and from thence go by Water even to *Holland*; there being a Canal of Communication between *Morges* and *Yverdun* begun, and which may be finished at a small Expence.

Within Land, the Transportation of Goods from one Place to another is easily performed by Means of the Rivers with which it abounds, notwithstanding the Mountains cross the Country in many Places.

*Switzerland* is in no Lack of any Commodity necessary to the Support of Life; Wood, Corn, Wine, Cattle, Sheep, whose Wool may be employed in making

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Clothing, and Flax, are here in great Abundance; so that Salt in Part is their only Want; but the *Tirol*, *Franche-Compté*, and *Bavaria*, are forward to furnish it, so that this Article is not an Object of Commerce, being one of the Revenues of the State, who alone manage this Business, and sell this Commodity at a very moderate Price: Some Time since a Mine of Rock Salt was discovered near *Aigle*, in the Canton of *Berne*, on the Frontiers of *Valay*; but this, at most, can only furnish one-third of what is necessary for the Country of *Vaud*.

*France* furnishes towards the general Imports of this Country, Salt from *Franche-Compté*; Wine from *Burgundy*; Gold, Silk, and Silk Manufactures from *Lyon*; and many light Woollen Stuffs, made in the Provinces bordering on the Cantons.

It has from *Germany* all Sorts of Mercery, and particularly from *Nuremberg*, a great Quantity of Hard-ware; and Hides from *Frankfort*.

*Italy*, especially *Piedmont*, sends it ordinary Silks, Organzines, and Fleurets, spun, unspun, or raw. And *Holland* supplies it with Cloth, Serges, Flannels, Calimancoes, painted Linens, Mullins, Cambricks, Cotton, Ivory, Dying and Medicinal Drugs, Spice, Tea, Chocolate, Whalebone, *Russia* Hides, and *India* Silks.

If we examine what *Switzerland* imports from foreign Parts, especially from *France*, it will be found that it is Luxury more than Necessity obliges it to have Recourse there; so that some Cantons, convinced of this Truth, and persuaded that good Magistrates ought to endeavour as much as is dependent on them to eradicate this Vice, have enacted sumptuary Laws, prohibiting Jewels, and the Use of all Gold and silver in their Furniture, or in their Clothes; Silks of an excessive Price, and even the Entry of foreign Wine, is very severely forbidden in the Canton of *Berne*, which Laws are regarded as a Means to hinder the Coin from going out of the Country.

The Commodities which either the Growth or Manufactures of *Switzerland* produce, are various, according to the different Genius of the Natives in their respective Situations, which I shall describe, and begin first with *Zurick*, Capital of the chief Canton, which is seated on a fine Lake very abundant in Fish, from whence the *Limmat* flows, that divides the City into two Parts, whose Communication is by two fine Wooden Bridges. Although *Zurick* has but few Buillages, it is one of the richest Cantons, by the Trade and Fabricks which its Inhabitants have attracted and set up among them, and which have flourished beyond their most sanguine Expectation. It is certain, that the *Zurickers* have a Genius that qualifies them for Imitation, and the Peasants a Patience and Attachment to Labour, which assists them marvellously in it; and as they work cheap, it is a considerable Advantage to them, and recommends their Goods to a ready Sale: Thus, though the Merchant and Artificer gain but little, *Zurick* possesses great Riches, a plain Indication of the good Effects that Manufactures, and Diligence in them, produce.

Commerce is, properly speaking, the Business of *Zurick*, the particular Object of its Industry, and the determined ruling Taste; the most considerable Men of the City do not disdain to interest themselves in Trade, but apply to it with the same Diligence as the inferior Citizens; and their great Riches never render their Assiduity, Patience, and necessary Labour, to augment their Manufactures, and perfect their Works, irksome; this is what makes their Republick flourish, and that has raised it to the Degree of Power it at present possesses.

The Silks and Organzines which the *Zurickers* buy yearly in the *Trentin*, *Italy*, and *Piedmont*, to twist or throw, employ a great many People, and the Sale which they afterwards have for them in *England*, *France*, *Holland*, and elsewhere, is very considerable; they also employ great Quantities of Silk in their own Manufactures, wrought separately in several Stuffs, Handkerchiefs, Crapes, &c. mixed with Worsted, Cotton, Thread, or Ferret; large Parcels of Cotton are also spun here, for the aforesaid Fabricks; Cotton Linen is made for Printing, as are Stockings and Handkerchiefs of the same Material, the finest being wrought into Mullins; and towards the End of the last Century, the Art of drawing Gold and Silver Wire was introduced here.



*Wintertour* is a privileged City of the aforesaid Canton, whose various Manufactures have brought it into great Reputation and Trade; here are made Mullins, Cravats, Handkerchiefs, Cotton, Cloth, Woollen Crapes, Callimancoes, Sattins, Damasks, and Camlets, in Imitation of the *English*. The Cotton is spun here, where they also dye well.

*Zurzach* is rendered noted for its two Fairs held here at *Pentecost* and *St. Verena*, at the End of *August*, which attract a great Number of Merchants from divers Countries: And

*Schaffhouse* is the twelfth Canton, and the Staple for Steel, Copper, Latten Wire in Rolls and Bands, which the *Swiss* get from *Stiria*, *Salzburg*, *Hungary*, &c. many Things are cast here, and a Variety of Works established, of Buttons, Trimmings for Bridles, Coach Harnesses, and Cottons printed; though its Trade is very different from that of *Zurich*, except in the aforesaid Articles, as it furnishes but little to the other Cantons. It is not large, but the Soil very good and fertile in Wheat and Fruits, abundant in Pasturage, and produces excellent Wines.

*Berne*; for to give some Idea of the Trade of this City and Canton, which is the biggest of all, it will not be improper to represent to my Reader its Fertility in Grain Wine, Pasturage, Rock Salt, and Iron Mines.

The Commerce of Horses and other Cattle, brings in here large Sums of Money: That of Grain is a principal Article: The White Wines of the Coast and the *Vaud* are very much esteemed; of which the Cantons of *Fribourg*, and *Soleure*, consume a great deal. Its Manufactures consist in the spinning of Silk Ferret, which employs more than four thousand Persons; in Linens and Hempen Cloths of all Sorts, Dimities, Cotton Cloth for printing, Silk Stuffs, and others with Silk and Cotton, Flannels, Cotton and Wool, Cotton and Thread, Silk, Worsted, Cotton, and Thread Stockings, Ferrets, Tapes, and fine Paper. The greatest Part of these Manufactures owe their Establishment to the *French*, who in the Capital found an Asylum from their Persecution, and Succours beyond their Hopes. The Ferret and Thread find a Vent in *France*, *Germany*, and other Parts of *Switzerland*; the Linens and Table-cloths, of which here is made a prodigious Quantity, sell in *England*, *France*, *Spain*, and *America*; these being the finest and best of any wrought in all the Cantons. The Dimities are very like those of *Holland* and *Flanders*; many of the Cotton Cloths are printed in several Fabricks, as well in the City, as other Places of the Canton, and the Rest are sold for the same Use to *Geneva*, *Neuchâtel*, *Morat*, and *Bale*.

The Stocking Weavers get their Wools from *Leipzig*, which they have spun in the Manner as to make Stockings of two, three, and four Threads, sold chiefly in *Italy*, where their Beauty and Goodness has brought this Fabrick into great Esteem. The Silks manufactured here serve principally for the Consumption of the Cantons, among whom it stands the second in Rank, though in Bigness it is one-third of the whole. It has many considerable Towns and Places subject to it, where divers Manufactures are established, or some Trade carried on; the Chief of which I shall just mention.

*Bourgdorff* is a Town engaged in a pretty considerable Traffick with Linen, Thread, and Hemp. Its Markets are frequent, and it abounds in Whitsterns, having besides several good Fabricks of Cutlery Ware.

*Langtall*, is a large Village, famous for its Sales of Linens, Thread, Hemp, and Flax. The *Swiss* Merchants make very considerable Purchases here of Linen, as they come out of the Looms, Tape and Laces.

*Araci*, a fine Town seated on the *Aar*, has some Manufactures of Worsted Sattins, and Camlets, knit Stockings, Cotton Handkerchiefs, Cutlery Ware, and Horn Combs. Hides and Skins are also prepared here for various Uses; and its Neighbourhood furnishes a Quantity of Hempen and Cotton Cloth.

*Lintzburg*, a Town in the Neighbourhood of *Arau*, is situated on a little River, and has a Manufactory for printing Linens; Cotton is spun here, and a large Quantity of Cloth made of that Commodity in this Bailiwick, which is one of the richest, and the most considerable in the Canton; where is also a Fabrick of Hats, and Woollen knit Stockings.

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*Zeffingue* is a tolerable large Town, with many Privileges, and furnishes Trade with several Articles from its Fabricks, such as Flannels, Silk Ribbons, and Ferrets, various Sorts of Cloth made with Cotton and Wool, separate and mixed; Cutlery Ware; and here are also very good Linen Printers and Dyers.

*Bruck*, a Town on the *Aur*, is one of the great Passes for Goods both by Land and Water; the River here is very deep, and shut in above the Town among Rocks, that render its Course extremely rapid, forming an Elbow called the *Fall of Bruck*, which was formerly esteemed very dangerous, but now the Boatmen do not regard it as such: In the Town and Neighbourhood some Woollen Stockings are knit, and here are also several Looms for weaving them.

Besides the Towns dependent on *Bern* afore-mentioned, seated in the Country of *Allemand*, there are others in the Country of *Vaud*; the most noted of which I shall now add.

*Lausanne*, the capital Place of the *Vaudois*, near the Lake *Leman*, is more celebrated for the Nobility who reside here, and for the Learned, who have adorned and still adorn its Academy, than for the Extent of its Trade. There are but few Parts, that in equal Limits enclose so much Gentry: And Commerce would flourish here, as it is one of the finest and most fertile Countries in *Europe*, if the Nobility had not imbibed the false Notion, of its being derogatory to their Honour.

At this Place, however, are made some Ratines, wove Stockings, fine Earthen and Delft Ware; but above all the Bookseller's Trade, and Printer's Art, flourishes here in a great Degree, and is daily improved.

*Ouchy*, on the Borders of the Lake, half a League from *Lausanne*, and which serves for its Port, is the Landing Place for Goods coming from *Milan* and *Valais*, by *Vevay*. Here are Halls built purely for the Reception of Merchandize, which may also be brought here from *Geneva*, if destined for *Switzerland*.

*Vevay*, a pleasant Town, seated on the Lake *Leman*, half a League from the *Alps*, maintains an extensive Commerce with *Valois*, *Savoy*, *Piedmont*, and the *Milanese*, from whence it gets a good deal of Rice. This is the Staple of the Merchandizes that come from those Countries, or that *Switzerland* sends thither; here is a Fabrick of Hats, Woollen Stockings, and some Works of Horology. Its Fairs are very frequent by the Resort of *Savoysers*, *Valaisians*, and *Montagnards*, and are above all considerable for the Sale of Cheese, from whence *Geneva* and *Lyons* are partly supplied. *Vevay* is at present rich and populous, and its Inhabitants enjoy the Franchise in *France* granted to the *Swiss* Nation: In its Neighbourhood are Quarries of fine Marble, and they have established there Water Saws, which greatly facilitate the Works, so that six may operate at the same Time on one Block, which has put the Undertakers in a Condition to furnish very cheap Marble, for inlaying Porticoes and Halls, according to the modern Taste, and also to compose Chimney Pieces, &c. which they do in a very great Manner.

*Morges*, a Town also situated on the Borders of the said Lake, two Leagues from *Lausanne*, is well built, and has a good inclosed Port. This is the Reception of Goods from divers Countries, that arrive here by Water and Land; the *Genevan* Barks transport here weekly the Merchandize that the *Swiss* get from *Italy*, *Piedmont*, *Savoy*, *Dauphiny*, *Lyons*, *Languedoc*, *Provence*, and *Bourdeaux* by the Capital of *Languedoc*, and relate those which are arrived from *England*, *Holland*, the *North*, *Germany*, and *Switzerland*, destined for *Geneva*, *Piedmont*, *Italy*, *Spain*, and the Southern Provinces of *France*.

*Nyon*, built in the same Manner as the two preceding Places on the Banks of the Lake *Leman*, is a great Pass for Goods that this Town, *Valais*, and the *Milanese*, export from several Provinces of *France*. Its Soil is as proper for Vines, as that Part of the Country of *Vaud*, bordering on the said Lake, which produces those good Wines on the Coast and *Vaud*, that are so much esteemed; of which the Trade of these latter in *Switzerland*, and those of the Coast in foreign Countries is very considerable.

*Cepet*, a small Town two Leagues from *Geneva*, is noted for Clockwork, and its large Fishery.

*Yverdon*, a very agreeable Town, on the Western Extremity of the Lake of *Neufchatel*, is a considerable Staple, or Deposit for Wine, Salt from *Rocbe* and *Savoy*, and other Merchandize, for whose Reception here are large Halls built, which serve for no other Purpose. Its chief Trade however is that of Wine, and Delft Ware made here.

*Avenches*, on a Hill near the Lake *Morat*, was the Capital of the Country of the *Helveticans*; it has a most delightful Situation, and here are found some good Remains of Antiquity. It is a great Pass, and some Years since, the Natives have made some Plantations of Tobacco, which, with those of *Payerne*, and its Neighbourhood, very nearly furnish a Sufficiency for the Canton's Consumption, and produce a considerable Revenue to the Inhabitants, whose Soil being very fertile, is likewise abundant in Grain and Fruits.

*Payerne*, a Town of the Country of *Vaud*, seated on the *Broie*, between *Avenches* and *Moudon*, is a very large Pass. Its Territory is very fertile in Grain and Fruits, and here are fine Plantations of Tobacco, out of which the Inhabitants prepare the Rappee, after the Secret of *Clerac*, which is in Esteem both at Home and Abroad.

*Moudon* is an ancient Town built on the aforesaid River *Broie*, fruitful in Corn, and a very considerable Pass for Merchandize by Land.

*Morat*, situated on the Lake of the same Name, is the Staple for all the Wine of the Country of *Vaud*, sent to *Berne*, and a great Pass for Goods, both by Land and Water. Linens are printed here, and the Town is dependent on *Berne* and *Fribourg*.

*Granjon*, seated on the Borders of the Lake of *Neufchatel*, at a League from *Yverdon*, is also under the Dominion of *Berne* and *Fribourg*, and is the Staple of Salt from *Franché-Comté* for *Switzerland*, in whose Neighbourhood is a good Paper Fabrick at a Place called *La Motte*.

*Lucerne* is a Town built to the North of the Lake, at the Port where the *Ruis* issues, which enters the *Aar*, below *Bruck*, in its Way to the *Rhine*; here are divers Manufactories of Hempen, Flaxen, and Cotton Cloths, Fustians, Cotelines, Woollen knit Stockings, and spinning of Cotton throughout all the Canton, which abounds in Grain and Pasturage. It also breeds large Herds of Cattle, with which the Natives drive a great Trade, as they do in Cheese for the *Milanese*, from whence the *Swiss* receive in Return large Parcels of Rice.

This Town has an advantageous and convenient Situation, as being on the grand Route to *Italy*, by Way of *Monte St. Godard*. And the Goods which have crossed the *Alps* are transported from hence, by the Lake and River *Ruis*, to the *Rhine*, which conveys them to the Ocean. The small Cantons that want Corn, provide themselves here with great Facility, the Lake washing those of *Uri*, *Schwitz*, and *Unterwald*.

*Uri* is a Canton in the Vallies of the high *Alps*, and abounds in excellent Pastures; its principal Revenue consists in Cattle, and its Cheese finds a ready Sale in *Lombardy*. At *Altorf*, a chief Borough of the Canton, is established a Fabrick for cutting and polishing Crystal, of which here are very fine Mines, and the Canton produces several Sorts of Linen for various Uses.

*Schwitz*; in this Canton are made Linens of Hemp and Flax, but Cattle and Cheese are the two great Branches of their Trade.

*Unterwald* has a Revenue and Trade similar to the last-mentioned, with the Addition, that here the Natives spin the Thread they use in manufacturing their Linen.

*Zug* is one of the most agreeable of the small Cantons, and its principal City with the same Name is well built, standing on the Lake called also *Zug*. The Country produces Corn, Wine, a great many Chestnuts, and has excellent Pastures; besides which here are Manufactures of Linen and Woollen Stuffs.

*Glaris*, the capital Town of the Canton, furnishes green Cheeses, renowned for their Goodness and medicinal Virtues given them by a certain inserted Herb, which also produces their Colour, and they are called by the Inhabitants *Schabziger*. Its Slate Quarries are reputed the finest in *Europe*, and furnish the Tops of Tables of a surprising Bigness. This Canton is rich in Cattle, and the Inhabitants very laborious; here is a great deal of Cotton spun; Part sold, and the Remainder employed

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employed in the Manufactures of *Switzerland*; and some Linens and Stuffs are made here according to the Custom of the Country.

*Bafil* is a City built on the *Rhine*, which divides it into two unequal Parts; it is one of the most considerable of *Switzerland*, although properly out of it, and drives a Trade unequalled by any in that Country. Its Situation procures it the Passage of the Goods that come from *England*, *Holland*, the *North*, and *Germany* for the Cantons and *Geneva*, and for those which the *Swiss* and *Genevans* send to those Countries; the Trade of the Wools of *Germany* and *Poland*; that of Cloth and other Stuffs, Drugs and Spiceries, Metals and Furs, is very considerable here, as are the Engagements in Exchanges: The Activity and Penetration of its Inhabitants have long since rendered it noted for Trade, particularly for Linens, whose Fabricks are in a flourishing Condition. It has also several Manufactures of flowered Ribbons, which employ a great Number of Workmen, and are spread through *Germany*, *Silesia*, *Hungary*, and *Bohemia*. The Fabricks of wove Stockings, Silk ditto, and worsted, set a great Number of Looms to Work, whose Products are sent very distant to be disposed of. The Manufacture in Imitation of Chintz is brought to great Perfection, and does not only supply the neighbouring Merchants, but many others much farther off. The Paper of this City has been long noted for its Goodness; and here are Letter-Founders, not only of the Characters of the living Languages, but also of *Greek* and the *Oriental* Tongues, which are used all over *Switzerland*, in *France*, *Germany*, and elsewhere; Printing is likewise a considerable Part of the Business of the Inhabitants, among whom are also found Gold-Beaters, very expert in their Art, Fabricators of Tobacco, excellent Dyers, both of Silk and Wool, Whitsters, &c.

*St. Gall* is a fine large City seated two Leagues from the *Lake Constance*, in a narrow barren Valley, whose Soil produces nothing but Grass, notwithstanding which, most of the Inhabitants are rich, at least very few of them straitened in their Circumstances; their Wealth flowing in with their great Trade, which chiefly consists in Linen, whose Consumption is very extraordinary all over *Switzerland*, and abroad. This Business is so considerable as to place the Weavers in some Respects on a Level with the Nobility; as they with the Gentry make the first of the twelve Tribes, of which this City is composed. The Manufactures of Woollen Stuffs are here also in a flourishing Condition; besides which, this City being so near the afore-mentioned Lake, and on the Road from *Germany* to *Italy*, it serves as a Channel of Communication between them; and its Halls are the Warehouses for Goods that go and come.

*Fribourg* is a pretty large City, and Capital of the Canton bearing the same Name, seated on the River *Sane*. Its Factories are extensive, and the Country very fine, being, next to *Lucerne*, the most powerful of the Roman-Catholic Cantons; the Goodness of its Pastures, and the Fertility of its Soil, yield a very considerable Income to the Inhabitants, whereby they are placed at Ease, and are not so laborious as their Neighbours; so that, with the Exception of the Cheese Trade, they bring little to it, besides a few Hempen Linens, and some Hats made here. There is a Fabrick of Paper in the Neighbourhood, and a Printing-Office in the City.

*Gruiere*, is a small Town in the Canton of *Fribourg*, noted for its excellent Cheeses in all *Europe*; and of which the Trade is so very considerable, as to induce several Merchants of this Canton to settle Houses at *Lyons*, for negotiating their Sales.

*Soleurre*, the capital City of the Canton with the same Name, has very fine Fortifications, and is seated in a Country extremely pleasant; the *Aar* dividing the City into two unequal Parts. It serves as a Deposit for the Goods imported to *Switzerland*, by Way of *Schaffhouse* and *Bafil*; and which are laden for *Yverdon* by the Lake of *Bienne*. At *Olten*, a small Town on the *Aar*, and dependent on *Soleurre*, besides other Parts of the Canton, are made a Quantity of Woollen knit Stockings, and some Hats, and Cutlery Ware.

*Apenzel* is the principal Town of the Canton named therefrom, which is very rich in Meadows and Pasturage, fitly adapted to the Breeding of many Cattle, in which this Territory abounds: they also grow here a great Deal of Hemp and

Flax, which serves the Inhabitants for a Winter's Employ in making Linens, fold afterwards at *St. Gall*, but little distant therefrom.

*Bienne*, a Town situated at some Distance above the Lake of this Name, between *Soleurre* and *Neufchatel*, dependent on the Bishop of *Basil*, carries on a great Trade in Deal Boards, commonly twenty-two or twenty-four Feet long, as also in other Wood for Building; here are also made Variety of Ribbons and Ferrets, and it has good Tanneries, and a fine Earth for Delft Ware.

*Porentree*, a City and Castle serving for the Residence of the Bishop of *Basil*, where is made fine Earthen Ware, Gloves, and Woollen Stockings knit and milled.

*Mulbaufin* is built on the River *Ill*, five Leagues from *Basil*, and allied with the *Swiss*. It is seated in a very fertile Plain; abundant in Grain and Wine, having more than sixty Manufactures of Cloth and Druggets; here is also made a Quantity of Woollen knit and coarse Silk wove Stockings, and Blankets; besides which, the Place affords very good Dyers and Tanners, who have sufficient Occupation in their different Employes.

*Neufchatel*, is a *Swiss* City, Capital of the Principality of this Name; it is seated on the Borders of a Lake, which communicates with those of *Morat* and *Bienne*, and discharges itself that Way into the *Aar* and the *Rhine*; which extremely facilitates its Trade, not only with the Rest of *Switzerland*, but also with *Germany* and *Holland*, for which Places Vessels depart twice a Year with Goods and Passengers; it is a very pleasant Voyage, and is generally performed in fifteen Days. All the Subjects of this Sovereignty are exempt from Tolls, Imposts, and other Duties, as well for the Goods they bring in, as those they export on their own Accounts; neither are they obliged to declare the Contents of their Bales, or Cases, at entering or going out when the Merchandise belongs to them. Here are three Fairs in the Year, at which the Merchants pay no Customs on Imports and but a Trifle on Extracts. Their Trade is pretty extensive, and here are Magazines, where Traders of the neighbouring Places may purchase the various Commodities from *India*, *England*, *Holland*, *France*, and *Germany*, at reasonable Prices.

The chief Fabricks of the Country are printed Cotton, in Imitation of Chintz, pushed to a great Degree of Perfection, the Beauty and Vivacity of the Colours, equalling those of the best *Asttick* Performances; here are also manufactured Thread and Cotton Stockings, of which a great Consumption is made in *Italy*, *France*, *Spain*, *Portugal*, the *American* Isles, and even in *Holland*, notwithstanding the fine Fabricks of *Harlem*; the *Dutch* Merchants having distinguished the Goodness of the Thread and Work, besides a considerable Difference in Price. The Glovers' Trade has been long in Repute, and the Thread is spun finer here than in *Holland*, to above the Value of forty-five Shillings Sterling per Pound Difference. The Manufacture of Lace is spread through the whole Canton; the common Sort are wrought in great Quantities in the Mountains, and a prodigious Sale is made of them abroad; in the City, the Perfection of this Commodity is pushed to a Degree of Equality with those of *Flanders* for Beauty, and to surpass them a great deal in Quality; here are also made Linens and Tapes, and the Chamois of *Neufchatel* is in great Esteem, it being sent to *Italy*, *France*, and *Germany*.

The Village of *Serrierres*, dependent on this City, and which on Account of its Proximity might be regarded as one of its Suburbs, is considerable for the many Wheels which the little River bearing its Name turns, without ever having the least Interruption from the roughest Winters or driest Summers; among which are grinding Mills, Saws, Polishers, Forges, Founderies, and Battery Works, for Copper, Iron, and Paper; here are also made Variety of Hard-ware, but the Iron Wire and Cards of this Place are, above all, in great Esteem.

The Medicinal and Vulnerary Herbs found here in great Abundance, its vast Herds of Cattle and Plenty of Corn and Wine, with every other Necessary of Life, proclaim the Fertility of the Country; in which a Residence is rendered still more agreeable by the Wholesomeness of the Laws, which secures the Property and Liberty of the Subject.

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## Of GENEVA.

THIS City is celebrated for its Antiquity, for its advantageous Situation, for the Number of its Inhabitants, and particularly for its great Trade, which however was yet much more considerable before the Removal of its Fairs to *Lyons*. It is seated in one of the most delightful Countries of *Europe*, at the Extremity of the Lake bearing its Name; and which facilitates a Commerce, that the Industry of its Inhabitants has rendered very extensive. In Respect to whose interior Part, this City may, with proper Limitations, be regarded as one of the Storehouses of *France*, a Part of *Germany*, *Switzerland*, *Piedmont*, and *Italy*, which Countries it supplies with all Sorts of Linens, Mullins, Chintz, Drugs, Spice, *English*, *French*, and *Dutch* Cloths, Porcelaines, Tea, Hard-Ware from *Germany* and *Forest*, Scythes, Sickles, Iron and Lattin Wire, Gold and Silver Galloons and Laces, Stockings, Hats, Jewels true and false, all Sorts of Clockwork, Variety of Files, Steel of its own Growth and from *Germany*, Tin, wrought Copper, and Books on all Subjects.

Independent of which Traffick, the diligent Inhabitants have carried it to the most remote Countries, by interesting themselves in Voyages to *America*, and the *Isles*; but I shall add a short Detail of what I have said above of their Products and Manufactures, as due to a City numbered among the most celebrated ones of *Europe*.

Its Territories, though they are not the most fertile, do nevertheless yield excellent Corn, and Wine both white and red of good Quality; it has also Pastures sufficient for the breeding and Support of its Cattle; and the *Rhofne* furnishes it with Trout, of which some of above thirty Pounds Weight are exported, and carried even as far as *Paris*.

Horology is however the most considerable Manufacture, which alone easily subsists near a quarter Part of the Men, Women, and Children dwelling here, who are all profitably employed in the different Branches of this Art, and have brought it such Perfection, as to yield, I believe, only to *England* in it.

Gilding is also in a flourishing Condition here, where Silver Wire is drawn Gilt, as also with the deceitful Appearance of its being so made only by smooching; Gold and Silver Galloons, and Laces, are made of all Sorts and Qualities, Embroideries of Silk in Variety of Shades and Colours, all of which are sent into *Germany*, *Italy*, *Portugal*, *Spain*, and from thence to the *Indies*.

Another very considerable Fabrick is that of painted Linens, in Imitation of those performed by the *English* and *Dutch*; which for Beauty of Design, and Vivacity of Colours, are only inferior to those of the said two Nations.

The Bibliothecal and Printing Business is also very great here, and a material Object of Trade, as the Liberty of the Press extends to all Sorts of Works, provided they contain nothing against Religion in general, Princes, and good Morals; so that no Objection is made against Printing the Writings of the *Romanists* against *Protestantism*, but it is performed with the greatest Exactness and Fidelity; and besides the Books printed here, the Libraries are assorted with all those that daily appear in *France*, *Italy*, *Holland*, and *Germany*.

There is no Place of its Size, where more Jewels are composed, both true and false, than here; and in general there reigns in this Sort of Work so good a Taste, that Trade, which it attracts, cannot but engage the ingenious Artists, to maintain the Reputation he has already acquired.

The Fabrick of Silk Stockings goes on improving, and is got into some Reputation, as is that of Velvets; and I should do Injustice to the Arts, and those who exercise them, should I pass them over in Silence, as here are Machinists, Engravers, Designers, and Mathematical Instrument Makers, who practise all these Employments with Success and Credit; not forgetting those celebrated Medalists, Messrs. *Dassier*, who will transmit to latest Posterity the Delicacy and Grandeur of their excellent *Burin*.

I shall finish this Article with the Description of two Manufactures lately established in the Country of *Dardagny*, dependent on the Sovereignty of *Geneva*. Of which the first is a Fabrick of Steel in Bars of any Size, that equals in Quality

lity most others made elsewhere, and which has for Offspring a Manufacture of Files and Rasps of all Sorts and Sizes.

The other is a Fabrick of Copper, producing all Assortments that can be desired in this Commodity, such as Bands, Cups of all Sizes, Plates, Chaldrons, and an Alloy of Metals for all Uses, and this on cheaper Terms than elsewhere.

The Correspondence between the Merchants of this City and those of *Marseilles* and *Amsterdam*, and the little Way there is by Land, for the Transportation of their Goods to the *Rhine* and *Rhose*, facilitates that of the two Seas, so that there is hardly a Place, howsoever distant, where the other Nations of *Europe* send their Ships, that some of the *Genevans* are not seen as Partners, or Principals in the Voyage.

While the Independency of this Republick was maintained, its Trade continued in a flourishing Condition, but since its Connection with the Court of *Ver-sailler*, the *French*, under the Title of Guardians of the Peace of the Republick, interfere in their Civil Government, and occasion Parties in it, which threaten Dissolution. In the Moment of writing this Article, considerable Emigrations of their most skilful Artists are taking Place, and *Ireland* is the Kingdom likely to be benefited by this Revolution.

### *An Account of the WEIGHTS, MEASURES, and COINS, in all Parts of EUROPE.*

THE Weights in common Use throughout *Great-Britain*, are Troy and Avoirdupois; the former consisting of Grains, Pennyweights, Ounces, and Pounds, whereof 24 Grains make a Pennyweight, 20 Pennyweights, an Ounce, and 12 Ounces a Pound, by which Bread, in Corporation Towns only, Gold, Silver, and Apothecaries' Medicines are weighed; and to this Weight Corn Measures are reducible, as 8lb. Troy makes a Gallon, 16lb. a Peck, and consequently 64lb. a Bushel; Liquid Measures are also dependent on it, as their Cavities correspond in their different Sizes thereto, from a Pint consisting of 12 Ounces, or a Pound, up to a Ton, containing 252 Gallons, and weighed 2016lb. or 1890lb. Avoirdupois; 2 Pints make a Quart, 4 Quarts a Gallon, containing 231 Cubical Inches, 63 Gallons a Hogthead, 42 a Tierce, 126 a Pipe, and 252 a Ton of Brandy, Cider, Wine, &c.

Refiners and Jewellers also make Use of this Weight in Part; the former calling their smallest Fractions Blanks, of which 24 make a Perit, 20 Perits a Droite, 20 Droites a Mite, 20 Mites a Grain, and then as above. The Jewellers divide the Ounce into 152 Parts or Carats, and these into Grains, whereof four make a Carat.

By Avoirdupois Weight, all Gross Goods and Base Metal are weighed, such as Grocery, Refin, Pitch, Tallow, Soap, Butter, Cheese, Iron, Lead, Copper, Alum, &c. its component Parts are Drams, Ounces, &c. of which 16 Drams make an Ounce, 16 Ounces a Pound, 28 Pounds a Quarter of a hundred Weight, or 112 Pound, and 20 hundred Weight or 2240 Pound a Ton; but besides this hundred Weight there is another called the Stannary Hundred by which Tin, &c. is weighed to the King. The Avoirdupois Ounce is lighter than the Troy Ounce, by near a twelfth Part, 51 Ounces Troy being equally to 56 Avoirdupois; but the Avoirdupois Pound is heavier than the Troy, 17 Pounds of this latter being equal to 14 Pounds of the other.

Wool is generally sold by the Tod, or Clove, allowing 7 pounds to the Clove, 14 Pounds to the Stone, 28 Pounds to the Tod, 128 Pounds to the Wey, 364 Pounds to the Sack, and 4368 Pounds to the Last.

Lead is bought by the Fodder, which at *London*, *Newcastle*, &c. weighs 19½ Hundred Weight of 112 Pounds; but at *Hull* 19½ Stannary Hundred of 120 Pounds; and at *Chester*, &c. it is still different.

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In *Effex*, Butter and Cheese are weighed by the Clove, or half Stone, being 8 Pounds, of which 32, or 256 Pounds is a Wey; but in *Suffolk* 42 Cloves or 336 Pounds are allowed to the Wey. Of Butter a Firkin must weigh 56 Pounds, and that of Soap 60 Pounds, and 4 Firkins of either make a Barrel.

A Stone of Beef at *London* is 8 Pounds, but in the Country it is commonly 14 Pounds; Horse-Racers also reckon 14 Pounds to the Stone; and it is the same with Iron, Shot, or Wool, double the Quantity of Iron and Shot being called a Quarter, though a Stone of Sugar, Cinnamon, Nutmegs, Pepper or Allum, is but 13½ Pounds.

A Faggot of Steel is 120 Pounds, and a Burden of Gad Steel 180 Pounds.

A Barrel of Gunpowder is 100 Pounds, and 24 Barrels make a Laft.

A Seam of Glass is 24 Stone, of 5 Pounds each, or 120 Pounds.

A Truss of Hay 56 Pounds, and a Load or Ton of it 36 Trusses.

Raw Silk is sold here by the Pound of 24 Ounces, or more properly one Pound and a half Avoirdupois; but Orgazines, Trames, &c. by the common Pound of 16 Ounces.

In *France*, *Holland*, and most other Places in *Europe*, the Pound is termed Mark Weight, by reason that 2 Marks of 8 Ounces compose it, so that in all Places where this Pound is used, it consists of 16 Ounces, as with us; and as most Authors who have calculated the Correspondency of these different Weights have taken those of *Paris* for a Standard, I shall follow their Example, as it is easy to reduce any not mentioned in the following Table by the Rule of Three, and I shall only take Notice of such as are not inserted therein; or that make Use of more Weights than one.

*Coningsberg* reckon their Weights by Schippounds, consisting of 400lb. divided into 10 Steens of 40lb. each, 100lb. of *Paris* makes 12½lb. of *Coningsberg*, and 1 lb. of *Coningsberg* makes 80lb. of *Paris*, so that the *French* Hundred of Salt yields near 10 Lafts, which is little more than 40,000lb. at this Place.

*Dantzick's* Schippound consists of 320lb. containing 20 Liefpound of 16lb. each, of which 100lb. makes 88½lb. at *Paris*; and on the contrary, 100lb. of this last City makes 112lb. at *Dantzick*. The Hundred of *French* Salt produces 11½ to 12 *Dantzick* Lafts, the Laft of that Salt being 18 Ton, though the Laft of this Commodity from *Lunenburg* and *Haran* is only 12 Tons.

*Elbing's* Weights are the same with those of *Dantzick*.

*Stetin's* Schippound contains 180, and its Pierre 21lb. the 110lb. making 100lb. of *Paris*. The Hundred of Salt from *France* yields here 10 Lafts.

*Lubeck*, the Schippound here is 300lb. divided into 20 Liefpounds of 15lb. each; and 100lb. of this Place makes 95½lb. of *Paris*, and 100lb. of *Paris* 105lb. of *Lubeck*.

*Breslaw*, 100lb. of this Place makes 60lb. at *Paris*, and 100lb. *Parisian* makes 125lb. here.

*Bremen's* 100lb. is reckoned equal to 97lb. of *Paris*, and 100lb. of *Paris* is esteemed 103lb. of *Bremen*.

*Naumbourg* make Use of the same Weights as *Leipsick*, calculated in the Table.

*Erfert* computes 100lb. to equal 92lb. of *Paris*, and that 100lb. of *Paris* makes 108lb. here.

*Bergne*, the 100lb. here is computed to make 90lb. of *Paris*, and the 100lb. of *Paris* to make 111lb. of these.

*Cologne's* 100lb. makes 96lb. at *Paris*, and 100lb. of *Paris* is equal to 104lb. here.

*Ghent*,  
*Brussels*,  
*Malines*,  
*Bruges*, } correspond exactly in Weights with *Antwerp*.

*Lisle*, 100lb. of this Place makes 88½lb. of *Paris*, and 100lb. of *Paris* makes 114lb. here.

*St. Malo* is commonly supposed to have its Weights equal with those of *Paris*, though by some reckoned to be 2 per Cent. less.

*Bayonne* had its Weights equal to those of *Paris*, and at *Lyons* two Sorts of Weights are in Use; those of the City, by which all Species of Gross Goods are sold, and whose Pound, consisting of 16 Ounces, only makes 14 Ounces Mark Weight; the other for Silk only, containing 15 Ounces the Mark, so that 100lb. of Silk makes 108lb. City Weight.

*Genoa*; this City has five Sorts of Weights, the first called the *Great Weight*, used in the Custom-house; the second *Cash Weights*, for Plate and Coin; the third *Cantaro*, or the common Quintal, by which are weighed Gross Goods that are sold; the fourth called the *Great Balance*, by which Raw Silks are weighed; and the fifth is called the *Small Balance*, that serves for weighing fine Goods.

90 $\frac{1}{2}$ Rotoli or Pounds,	<i>Great Weight</i>	} make 100lb. of <i>Paris</i> .
100 Rotoli	<i>Cash Weight</i>	
100 Rotoli	<i>Common Weight</i>	
145 lb.	<i>Great Balance</i>	
153 lb.	<i>Small Balance</i>	

*Rome*, 100lb of this City, makes within a Trifle 71 $\frac{1}{2}$ lb. at *Paris*, and 100lb. of *Paris* make 140lb. of *Rome*.

At *Leghorn*, they make Use of two Sorts of Weights, viz. great and small.

93lb. great Weight	} of <i>Leghorn</i> , makes 100lb. of <i>Paris</i> .
140lb. small Weight	

The Quintal is reckoned variously, according to the Species of Goods sold here by it, viz. the Quintal of *Roman Allum*, or Poorjack, dried or Pickled Herrings, and Salted Salmon, is sold here by that of 150lb. The Quintal for Sugar 151lb. and for Wool and Fish 160lb.

*Florence* has the same Weight as at *Leghorn*.

*Lucca* has likewise two Sorts of Weights, viz.

Great Weight, of which 94 $\frac{1}{2}$ Rotoli, or Pounds	} make 100lb. of <i>Paris</i> .
Small Weight, of which 14 $\frac{1}{2}$ Rotoli, or Pounds	

*Palermo* in *Sicily* two Sorts of Weights, of which,

100 Rotoli, Great Weight	} make a Trifle less than { 141 $\frac{1}{2}$ lb. } of <i>Paris</i> .
100lb. Small Weight	

At *Venice* the Weights are likewise different, the Pound of the small Weight consisting only of 12 Ounces, and the Pound of the great Weight 18 $\frac{1}{2}$  of the same Ounces; or it is otherwise reckoned that

100lb. great Weight makes	158 lb. small Weight, and
100lb. small Weight	63 $\frac{1}{2}$ lb. great Weight;
100lb. great Weight	} making { 95 $\frac{1}{2}$ lb. } of <i>Paris</i> .
100lb. small Weight	

And 100lb. of *Paris* makes at *Venice* { 104 lb. great Weight,  
166 lb. small Weight.

*Bologne*, 100lb. of this Place makes 66lb. at *Paris*, and 100lb. of *Paris* makes 151 $\frac{1}{2}$ lb. of *Bologne*.

*Bergame*, like *Venice* has two Sorts of Weights, viz. great and Small; this latter has only 12 Ounces to the Pound, and the great has 30 Ounces or 2 $\frac{1}{2}$  small Pounds. The small serves for weighing Silk, Cochineal, Indigo, Wax and other Drugs; and the great for Wool and other Gross Goods.

100lb. small Weight	} of <i>Bergame</i> , makes { 59 lb. } of <i>Paris</i> , and
100lb. great Weight	
100lb. of <i>Paris</i> , makes	{ 169lb. small Weight } of <i>Bergame</i> .
	{ 68lb. great Weight }

The Weights of *Naples* are the same with those of *Bergame*.

*Smyrna* uses the *Canta*, or Quintal, with its Fractions, for the Weight of Goods.

The Quintal weighs 45 Oques, or Okkes, or 100 Routels,

The Batmen makes 6 Oques.

The Sechie 2 Ditto

The Routel makes 180 Dragmes

The Oque 400 Ditto.

The Quintal of 100 Routels or 45 Oques as above, is equal to 114lb. of *Paris*; on which Footing 100lb. of *Paris* makes about 87 $\frac{1}{2}$  Routels of *Smyrna*.

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It is reckoned that the Oque weighs a Trifle more than 2 $\frac{1}{2}$ lb. of *Paris*, but this is according to the Goods weighed by it.

*Constantinople* has the heaviest Weights in all the *Levant*, though they are distinguished as at *Smyrna*. The Quintal consists of 45 Oques, and the Oque of 400 Dragmes, corresponding to 2 $\frac{1}{2}$ lb. of *Paris*.

It is reckoned that the Quintal of *Constantinople* weighs  $\left\{ \begin{array}{l} 112\frac{1}{2} \text{ lb. of } \textit{Paris}, \\ 181 \text{ lb. of } \textit{Venice}, \\ 160 \text{ lb. of } \textit{Leghorn}. \end{array} \right.$

Being divided into Rottels, Oques, Batmens, &c. as at *Smyrna*.

At *Aleppo* they make Use of divers Sorts of Weights, viz.

The Quintal, or Cantar, of 100 Rottels, each consisting of 720 Dragmes.

The Surlo, which is 27 $\frac{1}{2}$  Rottels.

The Rottel with which most Goods are weighed containing, as above, 720 Dragmes, which make 4 $\frac{1}{2}$ lb. of *Paris*.

The Rottel for weighing the Silks growing in the Neighbourhood, is of 700 Dragmes, and weighs 4 $\frac{1}{2}$ lb. of *Paris*.

The Rottel for weighing *Perfian* Silks, Legi de Burma, Ardasse, and Ardassete, contains 680 Dragmes, and weighs 4 $\frac{1}{2}$ lb. of *Paris*.

The Damassin Rottel, with which, Brass, Lattin Wire, Amber, Camphire, Benzoin, Spikenard, Balm of *Mecca*, and Aloe Wood are weighed, contains 600 Dragmes, and makes 3 $\frac{1}{2}$ lb. of *Paris*.

The Ok, or Oque, weighs 400 Dragmes.

The Metical, with which Pearls and Ambergris are weighed, is 1 $\frac{1}{2}$  Dragme.

1lb. of *Paris*.

1lb. small Weight of *Venice* } make at *Aleppo*  $\left\{ \begin{array}{l} 156 \\ 98 \end{array} \right.$  Dragmes.

1lb. great Weight of D<sup>o</sup> }  $\left\{ \begin{array}{l} 112 \end{array} \right.$

The Quintal of *Tripoli* makes 1 $\frac{1}{2}$  Quintal of *Aleppo* of 720 Dragmes.

At *Sequa*, the ancient *Sidon*, two Sorts of Weights are in Use, viz.

The Rottel Damassin, or Damasquin, by which all Sorts of Silks and Cotton Thread are sold; it is reckoned 600 Dragmes, which make 3 $\frac{1}{2}$ lb. of *Paris*.

And the Acre by which most of the Gross Goods are sold, equal to 4 $\frac{1}{2}$ lb. of *Paris*.

*Alexandria* makes Use of a Cantar or Quintal for the weighing of Goods, which varies according to the different Species weighed by it, as for some it consists only of 100 Rottels, and for other, 105, 110, 112 $\frac{1}{2}$ , 115, 120, 125, 130, and 133.

The Rottel Farfurin is 144 Dragmes, 100 of which Rottels are reckoned equal to 125lb. of *Leghorn*.

The Rottel Gerouin is 312 Dragmes.

The Okke, or Oque is 400 Dragmes.

The Cantal, or Quintal of 100 Rottels, is supposed equal to 120lb. of *Paris*.

*Resett*, has its Weights the same as those last mentioned of *Alexandria*.

*Grand Cairo* makes Use of the Quintal, or Cantar of 100 Rottels, for the weighing most of its Goods, reckoned equal to 88lb. of *Paris*; though a Quintal of Coffee yields 95lb. at *Amsterdam*, which is, as has been observed, the same with those of *Paris*.

These are all, or at least the principal Places of Trade, whose Weights are not mentioned in the subsequent Table; so that I have nothing more to add on this Subject.





## OF WEIGHTS, &c.

*Mr. John Peter Ricard*, having furnished us in his Book entitled *Le Negoce d'Amsterdam*, and several other Authors in their different Works, with a Calculation of the Agreement, which the several Corn Measures of *Europe* have, with those of that City, I herewith dedicate it to my Readers' Service, in Hopes it may be useful to many of them in their seminal Negotiations; but, previous thereto, I shall give some Account of the Fractions of the different Measures mentioned therein, and of those that are not there inserted.

### The dry Measures at *Amsterdam* for Corn are,

The Last containing 27 Muddes, or 36 Sacks.

The Mudde, containing 4 Schepels.

The Sack, containing 3 Schepels; and Retailers still divide

The Schepel into 4 Vierdevat, and

The Vierdevat into 8 Kopp.

The Last	{ of Wheat commonly weighs from 4600 to 4800lb. }	} Mark Weight.
of Rye	- - - - - 4000 to 4200lb. }	
of Barley	- - - - - 3200 to 3400lb. }	

The Last of *Monnikendam*, *Edam*, and *Purmerent*, is equal to that of *Amsterdam*.

The Last	{ of Hoorne of Enkhuysen of Muider of Naarden of Wesp }	} is of 22 Muddes, or 44 Sacks, and the Sack of 2 Schepels.

The Last of *Haarlem* is of 38 Sacks, and the Sack of 3 Schepels; 4 Schepels making 1 Hoed of *Rotterdam*, and 14 Sacks, 1 Hoed of *Delft*.

The Last of *Alkmaar* is of 36 Sacks; the Hoed 4 Schepels; but the Hoed is 5-8ths bigger than that of *Rotterdam*.

The Last of *Leyden*, is of 44 Sacks, and the Sack of 8 Schepels.

The Last of *Rotterdam*, *Delft*, and *Schiedam* is composed of 29 Sacks, and the Sack of 3 Schepels, of which 10 2-3ds make an Hoed; the Last of these Places being 2 per Cent. bigger than that of *Amsterdam*, and this Last for Hemp-Seed is also of 29 Sacks, and for Linseed 24 Tons or Barils.

The Last of *Dort* or *Dordrecht* is of 24 Sacks, the Sack of 8 Schedels, and 8 Sacks make 1 Hoed. All Grains are bought and sold here by the Hoed, which make 8 Barils or 32 Schepels, counting 4 Schepels to the Baril; and 3 Hoeds make 1 Last of *Amsterdam*.

The Last of *Gouda*, or *Tergouw*, is of 28 Sacks, and the Sack of 3 Schepels; 32 Schepels making 1 Hoed.

Four Hoed of *Oudewater*, *Heusden*, *Gornichem*, and *Leerdam*, make 5 Hoed of *Amsterdam*; 2 Hoed of *Gornichem* make 5 Achtendeelen, or Huitiemes, and 1 Last, and 4 Hoed, make 5 Hoed of *Delft*.

Twenty-eight Achtendeelen or Huitiemes, of *Asperen*, make 32 Huitiemes of *Rotterdam*; 26 Huitiemes of *Worcum*, also make 32 Huitiemes of *Rotterdam*.

The Last of *Breda*, for hard Grain, such as Wheat, Rye, Barley, and the like, is of 32 1-half Veertels, or Quartiers: and the Last of Oats is of 29 Veertels; 13 Veertels of hard Grain making 1 Chapeau of *Delft*, and 14 Veertels of *Antwerp*.

### Corn Measures of the Province of *Utrecht*:

The Last of *Utrecht* consists of 25 Muddes or Sacks; 6 Muddes making 5 Mouwers, and 10 1-half Muddes or Sacks, 1 Hoed of *Rotterdam*.

The Last of *Ammerfort*, is of 16 Muddes, or of 64 Schepels; 6 Muddes making 1 Sack, or 1 Hoed of *Rotterdam*.

The Last of *Montfort* is of 21 Muddes, the Mudde making 2 Sacks, and the Hoed containing 4 1/2 Huitiemes more than that of *Rotterdam*.

The Last of *Ysselsteyn* contains 20 Muddes, each Mudde 2 Sacks, and the Hoed 3 Huitiemes more than that of *Rotterdam*.

The Last of *Vianen* is also of 22 Muddes, the Mudde of 2 Sacks, and the Hoed contains 2 Huitiemes more than that of *Rotterdam*.

## GENERAL COMMERCE OF THE WORLD.

Corn Measures in the Province of *Frisje*:

The Last { of *Leenwarden* } is of 33 Muddes, of 18 Tons or 36 Loopers, which  
 { of *Haarlingen* } make 3 Hoed of *Rotterdam*.  
 { of *Groningen* }

Corn Measures of the Province of *Guedre*:

The Last of *Nimeguen* is of 21½ Mouwers, and that of *Arnhem* and *Dasbourg* of 22 Mouwers; the Mouwer is 4 Schepels, and 8 Mouwers make 1 Hoed of *Rotterdam*.

The Last of *Tbiel* consists of 21 Muddes; the Hoed of *Rotterdam* being an Achteling or Huitieme bigger.

The Last of *Roermonde* is of 68 Schepels, or Achtelings; 100 Veertel, or Quartiers, making 1 Hoed of *Rotterdam*.

The Last of *Bommel* is of 6 Achtendeels, or 18 Muddes greater than that of *Rotterdam*.

At *Harderwyk* it is reckoned that 11 Muddes make 10 of *Amsterdam*.

Corn Measures of the Province of *Over-Yffel*:

The Last of *Campen* contains 24½ Muddes for Wheat, of which 9 make 1 Hoed of *Rotterdam*.

The Last of *Zwoll* is of 26 Sacks, or 9 Muddes, which make 1 Hoed of *Rotterdam*.

The Last of *Deventer* is of 36 Muddes, counting 4 Schepels to the Mudde.

Corn Measures of the Province of *Zeeland*.

The Last of *Middlebourg* is reckoned 41 Sacks and 1 Achtendeel; reckoning 2 Achtendeels to the Sack.

The Last of *Vlissingen* or *Flessingue*, and that of *Veer* or *Terveer* is of thirty Sacks.

The Last of *Zirickzee*, *Ter-Goet*, *Bommene*, *Tertolen*, *Stavenes*, and *Duyvelant* is of 37½ Sacks.

The Last of *Sommelsdyk*, *Dirksland*, *Middlebarnes*, *Oeltiepslaet*, *Pays de l'Utilien*, and *La Brille*, is of 38½ Sacks; but all these aforesaid Measures are reducible, and near equal to the Last of *Middlebourg*, because 2½ Achtendeels make the *Zeeland* Sack, or the *Middlebourg* Sack of 2 Achtendeels, as above-mentioned.

Corn Measures for the Province of *Brabant*:

The Last of *Antwerp* for Wheat is of 37½ Verteels or Quartiers, and that for Oats of 37. The Verteel being divided into four Mukens, and 14 Verteels making the Hoed of *Rotterdam*.

At *Brussels* 25 Sacks are reckoned for an *Amsterdam* Last of Wheat.

The Last at *Malines* is of 34½ Verteels; the 100 Verteels making 108 of *Antwerp*, and 12 Verteels making 29 Achtendeels of *Delft*.

The Last of *Louvain* is of 27 Muddes, and the Mudde of 8 Halsters.

The Last of *Breda* for Wheat is of 33½ Verteels, and of 29 for Oats; the 13 Verteels making 18 Sacks, or 1 Hoed of *Rotterdam*.

The Last of *Steenbergen* is of 35 Verteels.

The Last of *Bergen-op-zoom* is of 36 Sifters for Wheat, and 28½ for Oats.

The Last of *Boisleduc* is of 21½ Mouwers, of which 8 make 1 Hoed of *Rotterdam*.

Corn Measures of *Flanders*:

The Last of *Ghent* contains 56 Halsters for Wheat, and 38 for Oats; 12 Halsters making 1 Mudde, or 6 Sacks, so that each Sack is 2 Halsters, and Corn is bought and sold here by Muddes or Halsters.

The Last of *Bruges* is of 17½ Hoed for Wheat, and 14½ for Oats, which makes one Last of *Amsterdam*, and one Hoed of this Place yields 4½ Achtendeels of *Delft*.

The Last of *St. Omer* is of 22½ Raziers.

The Last of *Dixmude* for Wheat is reckoned to be 30½ Raziers, and 24 Raziers for Oats; the Razier making 2 Schepels of *Rotterdam*.

The Last of *Lille* consists of 38 Raziers for Wheat, and 30 Raziers for Oats, the Razier making 2 Schepels of *Rotterdam*.

Eighteen Raziers of *Dunkirk* make 1 Hoed of *Rotterdam*; Sea Measure is 9 Raziers, which weigh 280 to 290lb. Mark Weight each, but the Land Razier only weighs 245lb. of the said Weight.

At

At *Gravelines* 22 *Raziers* is reckoned to the Last of Wheat; and 18½ for Oats.

Corn Measure of the Country of *Leige*:

The Last of *Leige* is 96 *Setiers*, and the *Setier* consists of 8 *Muddes*.

The Last of *Tongres* for Wheat is 15 *Muddes*, and for Oats 14.

Corn Measures of *Great-Britain* and *Ireland*:

The Last of these Islands contains 10½ *Quarters*; the *Quarter* is 8 *Bushels* and each *Bushel* 8 *Gallons*, or 4 *Pecks*; the Last being equal to that of *Amsterdam*.

Corn Measures of several Places in the *North*:

The Last of *Dantzick* is equal to that of *Amsterdam*, it being reckoned commonly to weigh 16 *Schippounds* of 340lb. each, making 5440lb. per Last, *Dantzick* Weight, for Wheat; though the Last for Rye is only counted 15 *Schippounds*, or 5100lb.

The Last of *Coningberg* is equal to that of *Amsterdam*, and Corn is brought and sold here by the *Guilders* and *Gr.* of *Peland*.

The Last of *Riga* contains 46 *Loopens*, which make a Last of *Amsterdam*; Corn sells here for *Rix-dollars* of 3 *Guilders*, or 90 *Gros*.

The Last of *Copenhagen* is of 42 *Tons*, or 80 *Schepels*, though it varies according to the different Sorts of Grain, even as far as to 96 *Schepels*.

In *Sweden*, the Last is reckoned 23 *Tons*.

The Last of *Hamburg* contains 90 *Schepels*, 12 of which Lasts make 13 of *Amsterdam*.

The Last of *Lubeck* is 85 *Schepels*, of which 95 make a Last of *Amsterdam*.

The Last of *Emdden* consists of 15½ *Tons*. And

24 Lasts of *Bremen* make 23 of *Amsterdam*.

Corn Measures in several Parts of *France*:

The chief Measure for Grain is called at *Paris*, and in many other Cities of that Kingdom, a *Muide*, which is divided into 12 *Setiers*, and the *Setier* into 12 *Boisseaux*, or *Bushels*; the *Setier* for Wheat is again divided into 2 *Mines*, the *Mine* into 2 *Minots*, and the *Minot* into 3 *Boisseaux*. The *Setier* of good Wheat ought to weigh from 244 to 248lb. Mark.

The *Setier* of Oats is divided into 24 *Boisseaux*, the *Boisseaux* into 4 *Picotins*, the *Picotin* into 8 *Demi-quarts*, and the *Demi-quart* into 2 *Litrons*.

The *Muid*, or 12 *Setiers* of *Paris*, makes 17 *Muddes* of *Amsterdam*, and 10 *Setiers* the *Amsterdam* Last.

The *Muid* of *Rouen* contains 12 *Setiers*, making 40 *Setiers* of *Paris*, which *Muid* ought to weigh 3360lb. Mark Weight of Wheat, as the *Setier* weighs about 280lb. which is divided into 2 *Mines*, and the *Mine* into 4 *Boisseaux*; 4 *Muids* are equal to 3 Lasts of *Amsterdam*, 6 *Setiers* making 10 *Muddes*, or 1½ *Muid* an *Amsterdam* Last.

The *Muid* of *Orleans* ought to weigh 600lb. it is divided into 12 *Mines*, and makes 2½ *Setiers* of *Paris*, 5 *Boisseaux* of *Bordeaux*, or 3½ *Muddes* of *Amsterdam*.

The Measure for Corn used at *Lyons* is called an *Afnée*, which is divided into 6 *Bichets*, or *Boisseaux*, and makes near 1½ *Setier* of *Paris*, or 3½ *Boisseaux* of *Bordeaux*; so that 4 *Afnées* make 7 *Muddes* of *Amsterdam*.

8 *Boisseaux* of *Roan* make one *Setier* of *Paris*, or 1½ *Muide* of *Amsterdam*.

3 *Afnées* of *Macon* make 7 *Muddes* of *Amsterdam*.

5 *Boisseaux* of *Avignon* make 4½ *Muddes* of *Amsterdam*.

The *Setier* of *Montpelier* is of 2 *Emines*, and the *Emine* of 2 *Quarts*; the *Setier* weighs from 90 to 95lb. *Montpelier* Weight, and 3 *Setiers* make 1½ *Muddes* of *Amsterdam*.

The *Setier* of *Castres* in *Languedoc* consists of 2 *Emines*, the *Emine* of 4 *Megeres*, and the *Megere* of 4 *Boisseaux*; the *Setier* weighs near 200lb. of this Place, which make 170lb. Mark, so that 100 *Setiers* make 4 Last of *Amsterdam*.

38 *Boisseaux* of *Bordeaux* make 1 Last of *Amsterdam*, or 12 *Setiers*, of *Paris*: the said *Boisseaux* ought to weigh from 122 to 124lb. Mark, when the Wheat is good.

4½ *Setiers* of *Amiens* make 1½ *Muide* of *Amsterdam*; the *Setier* is here divided into four *Piquets*, and ought to weigh 50 or 52lb.

## GENERAL COMMERCE OF THE WORLD.

8 Setiers of *Bologne*, in *Picardy*, make 13 Muddes of *Amsterdam*, and ought to weigh 270lb. small Weight.

12 Setiers of *Calais*, make 18 Muddes of *Amsterdam*: the Setier weighs about 260lb. 12 whereof making thirteen at *Paris*.

19 Setiers of *St. Valery*, make 1 Last

18 Mines of *Dieppe*, make 17 Muddes

5 Boisseaux of *Havre de Grace*, make 1 Muddes

14 Boisseaux of *Amboise*, make 1 Muddes

19 Setiers, of *Saumur*, make 1 Last

14 Boisseaux of *Tours*, make 1 Muddes

20 Boisseaux of *Blois*, make 1 Muddes

5 Boisseaux of  $\left\{ \begin{array}{l} \text{Aubeterre} \\ \text{Barbesieux} \\ \text{Perigueux} \end{array} \right\}$  make 1 Muddes

of *Amsterdam*.

49 Setiers of *Arles*, make a Last of *Amsterdam*, each Setier weighing 93lb. Mark, and the Charge is reckoned 300lb. of that Place.

48 Setiers of *Baucaire*, make a Last of *Amsterdam*, and the Charge here is 2 per Cent. bigger than that of *Arles*.

The Charge of *Marfeilles*, is of 4 Emines, the Emine of 8 Sevadiers; and the Charge is also computed at 300lb. *Marfeilles* Weight, which makes it equal to 1 Muddes of *Amsterdam*.

Forty-eight Charges of *St. Gilles*, make a Last of *Amsterdam*; the Charge here is also of 300lb. but heavier by 18 to 20 per Cent. than that of *Arles*.

Fifty-one Charges of *Tarascon* make a Last of *Amsterdam*; the Charge here is likewise of 300lb. 2 per Cent. heavier than that of *Arles*.

Three Emines of *Toulon*, make 2 Muddes of *Amsterdam*; the Charge is here reckoned to consist of three Setiers, and the Setier containing 1 Emine, 3 of which make 2 Setiers of *Paris*.

Four Boisseaux of *Auray*, make 1 Muddes

The Ton of *Audierne*

The Ton of *Brest*

The Ton of *Morlaix*

83 Boisseaux of the said *Morlaix* have yielded at *Rotterdam* a Last, and 15 Sacks of 29 to the Last; on which Footing the 83 Boisseaux make very near 1 Muddes of *Amsterdam* Lasts.

The Ton of *Hannebon* and *Port Louis* makes 17 Muddes of *Amsterdam*.

The Ton of *Quimpercorantin*, makes 13 Muddes of *Amsterdam*.

The Ton of *Nantz*, makes 13 Muddes of *Amsterdam*; it is composed of 16 Setiers, and the Setier of 16 Boisseaux: The Ton ought to weigh from 2200 to 2250lb. heaped Measure, which is 18 or 20 per Cent. more than stricken Measure.

The Ton of *Rennes* and *St. Malo* makes 14 Muddes of *Amsterdam*, and ought to weigh about 2400lb.

The Ton of *St. Brieux* makes 15 Muddes of *Amsterdam*, and ought to weigh about 2600lb.

The Ton of *Rochelle* and *Marans* contains 42 Boisseaux, which makes 13 Muddes of *Amsterdam*.

## Corn Measures of Spain.

At *Cadix*, &c. Corn is sold by Fanegas, or Hanegas, of which 5 make an English Quarter, or 52 to the Last of *Amsterdam*.

In the Kingdom of *Valencia*, the Corn Measure is a Cahiz, consisting of 12 Barchillas, and three hundred Cahizes make 25 Lasts of *Amsterdam*.

## Corn Measures of Portugal.

216 Alquieres, or 4 Muids of *Lisbon*, make a Last of *Amsterdam*, the Muid being 54 Alquieres; though the Muid is divided into 15 Fanegos, and the Fanego into 4 Alquieres.

The Alquieres of *Oporto* have always been reckoned 20 per Cent. bigger than those of *Lisbon*, at which Computation 180 make an *Amsterdam* Last; but I find that an English Quarter commonly yields there 16 Alquieres, at which Rate only 164 go to the Last of *Amsterdam*.

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*Alicant*  
*Alkmaar*  
*Amboise*  
*Amersfort*  
*Amiens*  
*Amsterdam*  
*Antwerp*  
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*Auray le*  
*Arnhem*  
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*Aubeterre*  
*Audierne*  
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*Auxone*  
*Avignon*  
*Barbesieux*  
*Baugency*  
*Bayonne*  
*Beaucair*  
*Beaumont*  
*Beauvais*  
*Bellegarde*  
*Bergera*  
*Bergen*  
*Bergen*  
*Blais*



At the *Azores* Islands, belonging to the King of *Portugal*, and in that of *St. Michael*, 60 *Alquieres* is reckoned to the Muid, and 240 make an *Amsterdam* Last, though Corn transported from *St. Michael* to the Island of *Madeira*, yields 4 *Alquieres* Benefit on the 60; that is the 60 of *St. Michael* produce 64 at *Madeira*, being 6 $\frac{2}{3}$  per Cent.

*Italian Corn Measures.*

Corn is sold at *Genoa* by the Mine, with an Exemption from Duties to the Seller, and 25 Mines are reckoned a Last of *Amsterdam*.

At *Leghorn*, 40 Sacks make a Last of *Amsterdam*, and 2 Sacks of Wheat make the *Marseilles* Charge of 300lb. less 4 per Cent.

Wheat is sold at *Venice* by the Staro, or Setier, 2 Staro making one *Marseilles* Charge, or 1 $\frac{1}{2}$  Mudde of *Amsterdam*.

This may suffice to show the chief Corn Measures of the principal Parts in *Europe*, to which my Reader may have Recourse, for a more ample Explication of their different Divisions, than could conveniently be inserted in the following Table; though this contains a greater Number of Places, and shews at one Glance, the Agreement between the Measures of every City, with those of *Amsterdam*, *Paris*, and *Bordeaux*; the Name of the Place being sought in the first Column, whose Measure is wanted, they being all ranged for this Purpose in an Alphabetical Order, and all trifling Fractions left out as their Insertion would have interrupted the Regularity of the Table, without adding any Thing to the Instruction of my Reader.

A TABLE of the Agreement of divers MEASURES with those of AMSTERDAM, PARIS, and BORDEAUX.

Names of Places.	Different Measures	Measure of Amsterdam.	Measure of Paris.	Measure of Bordeaux.
<i>Abbeville</i>	6 Setiers	7 Muddes	5 Setiers	10 Boisseaux.
<i>Agen</i>	33 $\frac{1}{2}$ Sacks	1 Last	19	38
<i>Aguiillon</i>	41 Sacks	1 Last	19	38
<i>Albi</i>	25 Setiers	1 Last	19	38
<i>Alicant</i>	12 Cahizes	1 Last	19	38
<i>Alkmaar</i>	36 Sacks	1 Last	19	38
<i>Amboise</i>	14 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Amersfort</i>	16 Muddes	1 Last	19	38
<i>Amiens</i>	4 $\frac{1}{2}$ Setiers	1 $\frac{1}{2}$ Mudde	1	2
<i>Amsterdam</i>	1 Last	27 Muddes	19	38
<i>Antwerp</i>	32 $\frac{1}{2}$ Veertels	1 Last	19	38
<i>Arles</i>	4 $\frac{1}{2}$ Setiers	1 Last	19	38
<i>Auray le Duc</i>	9 $\frac{1}{2}$ Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Arnhem</i>	22 Mouders	1 Last	19	38
<i>Asperen</i>	25 $\frac{1}{2}$ Sacks	1 Last	19	38
<i>Aubeterre</i>	5 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Audene</i>	1 Tun	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	19
<i>Auray</i>	100 Boisseaux	35 Muddes	25	50
<i>Auxonne</i>	1 Emine	4 Muddes	2 $\frac{1}{2}$	5 $\frac{1}{2}$
<i>Avignon</i>	5 Boisseaux	4 $\frac{1}{2}$ Muddes	3	6
<i>Barbecheux</i>	5 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Baugenci</i>	3 $\frac{1}{2}$ Mines	1 $\frac{1}{2}$ Mudde	1	2
<i>Bayonne</i>	36 Sacks	1 Last	19	38
<i>Beaucaire</i>	48 Setiers	1 Last	19	38
<i>Beaumont</i>	38 Sacks	1 Last	19	38
<i>Beauvais</i>	1 Tun	18 Muddes	12 $\frac{1}{2}$	25 $\frac{1}{2}$
<i>Bellegarde</i>	1 Bitchet	2 Muddes	1 $\frac{1}{2}$	2 $\frac{1}{2}$
<i>Bergerac</i>	1 Pipe	5 Muddes	3 $\frac{1}{2}$	7
<i>Bergen-op-zoom</i>	63 Sifters	1 Last	19	38
<i>Bergen-St.-Winox</i>	13 Raziers	17 Muddes	12	24
<i>Blot</i>	20 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2

10 X

Bois

## GENERAL COMMERCE OF THE WORLD.

Names of Places.	Different Measures.	Measure of Amsterdam.	Measure of Paris.	Measure of Bourdeaux.
Bois-le-Duc	20 $\frac{1}{2}$ Mouwers	1 Last	19 Setiers	38 Boisseaux
Bologne in Picarday	8 Setiers	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	18 $\frac{1}{2}$
Bommel	18 Muddes	1 Last	19	38
Bourbon Lancy	13 $\frac{1}{2}$ Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
Bourdeaux	38 Boisseaux	1 Last	19	38
Bourret	100 Sacks	3 $\frac{1}{2}$ Lasts	66 $\frac{1}{2}$	133
Breau	100 Cartieres	3 $\frac{1}{2}$ Lasts	66 $\frac{1}{2}$	133
Breda	13 $\frac{1}{2}$ Veerteels	1 Last	19	38
Bremen	24 Lasts	23 Lasts	437	847
Bresse	1 Quartal	1 $\frac{1}{2}$ Mudde	1 $\frac{1}{2}$	2 $\frac{1}{2}$
Brest	1 Tun	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	19
Briare	11 Cartes	1 $\frac{1}{2}$ Mudde	1	2
Bruges	17 $\frac{1}{2}$ Hoedts	1 Last	19	38
Brussels	25 Sacks	1 Last	19	38
Bueren	21 Muddes	1 Last	19	38
Cadillac	33 $\frac{1}{2}$ Sacks	1 Last	19	38
Cadiz	52 Hanegas	1 Last	19	38
Cabors	100 Cartes	1 Last	19	38
Calais	12 Setiers	18 $\frac{1}{2}$ Muddes	13	36
Campen	24 $\frac{1}{2}$ Muddes	1 Last	19	38
Candie	1 Charge	1 $\frac{1}{2}$ Mudde	1	2
Canville	100 Sacks	3 Lasts	57	14
Carcaffone	35 Setiers	1 Last	19	38
Castle Faloux	100 Sacks	2 Lasts 23 Mud.	54	108
Castle Maunon	1 Pipe	5 Muddes	3 $\frac{1}{2}$	7
Castlenau de Medor	100 Quartieres	3 Lasts 10 Mud.	64	128
Castlenaudari	41 $\frac{1}{2}$ Setiers	1 Last	19	38
Castle-Sarazin	100 Sacks	3 $\frac{1}{2}$ Lasts	66 $\frac{1}{2}$	133
Castres in Languedoc	100 Setiers	4 Lasts	76	152
Caude Coste	100 Sacks	3 Lasts	57	114
Cbalais	5 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
Cbalons sur Saone	5 Bichets	8 $\frac{1}{2}$ Muddes	6	12
Charité	8 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
Charlieu sur Loire	7 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
Charolles	6 $\frac{1}{2}$ Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
Chateau neuf sur Loire	7 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
Chairac	34 $\frac{1}{2}$ Sacks	1 Last	19	38
Cleves	16 $\frac{1}{2}$ Mouwers	1 Last	19	38
Concarneau	1 Tun	13 Muddes	9 $\frac{1}{2}$	18 $\frac{1}{2}$
Condom	41 Sacks	1 Last	19	38
Coningberg	1 Last	1 Last	19	38
Copenhagen	42 Tuns	1 Last	19	38
Corbie	3 $\frac{1}{2}$ Setiers	1 $\frac{1}{2}$ Mudde	1	2
Cosne	9 $\frac{1}{2}$ Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
Creon	100 Sacks	3 $\frac{1}{2}$ Lasts	61 $\frac{1}{2}$	123 $\frac{1}{2}$
Cuylenburg	21 Muddes	1 Last	19	38
Dantzick	1 Last	1 Last	19	38
Delft	29 Sacks	1 Last	19	38
Derventer	36 Muddes	1 Last	19	38
Dieppe	18 Mines	17 Muddes	12	24
Dixmude	30 $\frac{1}{2}$ Razieres	1 Last	19	38
Doefbourg	22 Mouwers	1 Last	19	38
Dort, or Dordrecht	24 Sacks	1 Last	19	38
Dunkirk	18 Razieres	1 Last	19	38
Dunes	100 Sacks	3 Lasts	57	114
Edam	27 Muddes	1 Last	19	38
Elbing	1 Last	1 Last	19	38
Emden	15 $\frac{1}{2}$ Ton	1 Last	19	38

Names

Names of Places.

Ensbuysen  
England  
Erfelssteyn  
Esperfac  
Ettaffort  
Fleissingue  
Frankfort  
Fronfac  
Fronton  
Gaillac  
Ghent  
Genoa  
Grinsac  
Gerageau  
Gien  
Gimond  
Goes, or T  
Gorcom  
Gouda, or  
Graveline  
Grenade  
Grifoles  
Groeningue  
Haarlem  
Hambourg  
Harderwyk  
Harlingen  
Havre de  
Hennebone  
Heusden  
Hoorn, or  
Husum  
Ireland  
La Brille  
La Gruen  
La Magj  
Lanion  
La Reole  
La Roche  
La Roche  
Lavaur  
Layrac  
Le Mas  
Le Mas  
Les Adr  
Lefpare  
Lewwaer  
Leyden  
Leytoure  
Libourn  
Liege  
Lisle in  
Limuel  
Lyons  
Lisbon  
Lisle in  
Lisle-D

Names of Places.	Different Measures.	Measure of Amsterdam.	Measure of Paris.	Measure of Bourdeaux.
<i>Enchuyfen</i>	44 Sacks	1 Last	19 Setiers	38 Boisseaux
<i>England</i>	10 $\frac{1}{2}$ Quarters	1 Last	19	38
<i>Erffskyn</i>	21 Muddes	1 Last	19	38
<i>Esperfac</i>	100 Sacks	2 Lasts 17 Mud.	50	100
<i>Etassart</i>	100 Boisseaux	2 Lasts 24 Mud.	55	110
<i>Flessingue</i>	40 Sacks	1 Last	19	38
<i>Frankfort</i>	27 Malders	1 Last	19	38
<i>Fronfac</i>	28 $\frac{1}{2}$ Sacks	1 Last	19	38
<i>Fronton</i>	100 Sacks	3 Lasts 14 Mud.	67	134
<i>Gaillac</i>	21 Setiers	1 Last	19	38
<i>Ghent</i>	56 Halsters	1 Last	19	38
<i>Genoa</i>	25 Mines	1 Last	19	38
<i>Grinsac</i>	100 Sacks	2 Lasts 14 Mud.	48	96
<i>Gergerau</i>	3 Mines	1 $\frac{1}{2}$ Mudde	1	2
<i>Gien</i>	9 $\frac{1}{2}$ Carfes	1 $\frac{1}{2}$ Mudde	1	2
<i>Gimond</i>	20 Sacks	1 Last	19	38
<i>Goes, or Tegoos</i>	40 Sacks	1 Last	19	38
<i>Gorcom</i>	17 $\frac{1}{2}$ Muddes	1 Last	19	38
<i>Gouda, or Tergow</i>	28 Sacks	1 Last	19	38
<i>Graveline</i>	22 Razieres	1 Last	19	38
<i>Grenade</i>	30 Sacks	1 Last	19	38
<i>Grijples</i>	100 Sacks	3 Lasts 10 Mud.	64	128
<i>Groeninguen</i>	33 Muddes	1 Last	19	38
<i>Haarlem</i>	38 Sacks	1 Last	19	38
<i>Hambourg</i>	12 Lasts	13 Lasts	247	494
<i>Harderwyck</i>	11 Muddes	10 Muddes	7	14
<i>Harlingen</i>	33 Muddes	1 Last	19	38
<i>Havre de Grace</i>	5 $\frac{1}{2}$ Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Hennebone</i>	1 Ton	17 $\frac{1}{2}$ Muddes	12 $\frac{1}{2}$	24 $\frac{1}{2}$
<i>Heusden</i>	17 $\frac{1}{2}$ Muddes	1 Last	19	38
<i>Hoorn, or Horne</i>	44 Sacks	1 Last	19	38
<i>Hufum</i>	20 Tons	1 Last	19	38
<i>Ireland</i>	10 $\frac{1}{2}$ Quarters, or 38 Bushels	1 Last	19	38
<i>La Brille</i>	40 Sacks	1 Last	19	38
<i>La Gruere</i>	100 Sacks	2 Lasts 23 Mud.	54	108
<i>La Magistere</i>	100 Sacks	2 Lasts 24 Mud.	55	110
<i>Lanion</i>	1 Ton	15 Muddes	10	20
<i>La Reole</i>	30 Sacks	1 Last	19	38
<i>La Roche de R.</i>	1 Ton	13 Muddes	9 $\frac{1}{2}$	18 $\frac{1}{2}$
<i>La Rochelle</i>	1 Ton	13 Muddes	9 $\frac{1}{2}$	18 $\frac{1}{2}$
<i>Lavaur</i>	21 Setiers	1 Last	19	38
<i>Layrac</i>	100 Sacks	3 Last, 4 Mud.	59 $\frac{1}{2}$	119 $\frac{1}{2}$
<i>Le Mas d' Agenois</i>	100 Sacks	2 Lasts 20 Mud.	52	104 $\frac{1}{2}$
<i>Le Mas de Verdun</i>	100 Sacks	3 Lasts 14 Mud.	57	134
<i>Les Adriens</i>	1 Ton	13 Muddes	9 $\frac{1}{2}$	18 $\frac{1}{2}$
<i>Lespaze</i>	100 Sacks	3 Lasts 14 Mud.	67	134
<i>Leuwaarden</i>	33 Muddes	1 Last	19	38
<i>Leyden</i>	44 Sacks	1 Last	19	38
<i>Leytourne</i>	100 Sacks	3 Last	57	114
<i>Libourne</i>	35 Sacks	1 Last	19	38
<i>Liege</i>	96 Setiers	1 Last	19	38
<i>Lisle in Flanders</i>	38 Razieres	1 Last	19	38
<i>Limuel</i>	1 Pipe	4 Muddes	3 $\frac{1}{2}$	7
<i>Lyons</i>	4 Aînéas	7 Muddes	5	10
<i>Lisbon</i>	216 Alquieres	1 Last	19	38
<i>Lisle in Albigeois</i>	100 Setiers	7 Lasts 5 Mud.	130	260
<i>Lisle-Dieu</i>	1 Ton	14 $\frac{1}{2}$ Muddes	10	20

## GENERAL COMMERCE OF THE WORLD.

Names of Places.	Different Measures.	Measure of Amsterdam.	Measure of Paris.	Measure of Bourdeaux.
<i>Legbarn</i>	40 Sacks	1 Last	19 Setiers	38 Boisseaux.
<i>Louvain</i>	27 Muddes	1 Last	19	38
<i>Lubeck</i>	95 Schepels	1 Last	19	38
<i>Magon</i>	3 Aînees	7 Muddes	5	10
<i>Malines</i>	30 $\frac{1}{4}$ Veertels	1 Last	19	38
<i>Marans</i>	1 Ton	13 Muddes	9 $\frac{1}{2}$	18 $\frac{1}{2}$
<i>Marfeilles</i>	1 Charge	1 $\frac{1}{2}$ Mudde	1	2
<i>Mas d'Agenois</i>	100 Sacks	2 Lasts, 20 Mud.	52 $\frac{1}{2}$	104 $\frac{1}{2}$
<i>Mas de Verdun</i>	100 Sacks	3 Lasts, 14 Mud.	67	134
<i>Middlebourg</i>	41 $\frac{1}{2}$ Sacks	1 Last	19	38
<i>Mirambeau</i>	100 Boisseaux	3 Lasts	57	114
<i>Mirandous</i>	100 Boisseaux	3 Lasts	57	114
<i>Moissac</i>	30 Sacks	1 Last	19	38
<i>Moncaffin</i>	100 Sacks	2 Lasts, 23 Mud.	54	108
<i>Mentauban</i>	100 Sacks	3 Lasts, 18 $\frac{1}{2}$ Mud.	70	140
	100 Setiers	7 Lasts 10 Mud.	140	280
<i>Montandre</i>	100 Boisseaux	3 Lasts, 5 Mud.	60 $\frac{1}{2}$	121
<i>Montfort</i>	21 Muddes	1 Last	19	38
<i>Montpellier</i>	3 Setiers	1 $\frac{1}{2}$ Mudde	1	2
<i>Montrouil</i>	18 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Morlaix</i>	1 Ton	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	19
<i>Manikondam</i>	27 Muddes	1 Last	19	38
<i>Muyden</i>	44 Sacks	1 Last	19	38
<i>Nuerden</i>	44 Sacks	1 Last	19	38
<i>Nantes</i>	1 Ton	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	18 $\frac{1}{2}$
<i>Naples la Pouille</i> <i>and la Calabria</i>	3 Tomolos	1 $\frac{1}{2}$ Mudde	1	2
<i>Narbon</i>	32 $\frac{1}{2}$ Setiers	1 Last	19	38
<i>Narmoutier Ile</i>	1 Ton	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	19
<i>Negrepelisse</i>	100 Setiers	8 $\frac{1}{2}$ Lasts	158 $\frac{1}{2}$	361 $\frac{1}{2}$
	100 Sacks	4 $\frac{1}{2}$ Lasts	80 $\frac{1}{2}$	161 $\frac{1}{2}$
<i>Nerac</i>	33 $\frac{1}{2}$ Sacks	1 Last	19	38
<i>Nevers</i>	8 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Nimeguen</i>	21 $\frac{1}{2}$ Mouwers	1 Last	19	38
<i>Nieuport</i>	17 $\frac{1}{2}$ Raziers	1 Last	19	38
<i>Orleans</i>	1 Muid	3 $\frac{1}{2}$ Muddes	2 $\frac{1}{2}$	5
<i>Oudewater</i>	21 Muddes	1 Last	19	38
<i>Pain d'Avoine</i>	1 Ton	13	9 $\frac{1}{2}$	18 $\frac{1}{2}$
<i>Paris</i>	1 Muid	17 Muddes	12	24
	12 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Perigueux</i>	5 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Pont l'Abbe</i>	1 Ton	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	19
<i>Port Louis</i>	1 Ton	17 $\frac{1}{2}$ Muddes	12 $\frac{1}{2}$	24 $\frac{1}{2}$
<i>Porto Part</i>	180 Alquieres	1 Last	19	38
<i>Purmerent</i>	27 Muddes	1 Last	19	38
<i>Puymerol</i>	100 Sacks	3 Lasts	57	114
<i>Quiberon</i>	1 Ton	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	19
<i>Quimpercoratin</i>	1 Ton	13 $\frac{1}{2}$ Muddes	9 $\frac{1}{2}$	19
<i>Quimperlay</i>	1 Ton	17 $\frac{1}{2}$ Muddes	12 $\frac{1}{2}$	24 $\frac{1}{2}$
<i>Rabastens</i>	17 Setiers	1 Last	19	38
<i>Realmont</i>	100 Setiers	4 Lasts, 10 Mud.	86	172
<i>Reauville</i>	25 Sacks	1 $\frac{1}{2}$ Last	19	38
	100 Setiers	8 Lasts 10 Mud.	162	324
<i>Redon</i>	1 Ton	14 $\frac{1}{2}$ Muddes	10 $\frac{1}{2}$	20 $\frac{1}{2}$
<i>Rennes</i>	1 Ton	14 Muddes	9 $\frac{1}{2}$	19 $\frac{1}{2}$
<i>Rbenen</i>	20 Muddes	1 Last	19	38
<i>Ribeyrac</i>	5 Boisseaux	1 $\frac{1}{2}$ Mudde	1	2
<i>Riga</i>	46 Loopen	1 Last	19	38

Names.

Names of Pl

Roane  
Rotterdam

Rouen

Rouan

Rouan

Ruremonde

St. Brieu

St. Cadou

St. Gilles

St. John de

St. Malo

St. Matbu

l' Archba

St. Lieurad

St. Omer

St. Valery

Sardaigne

Saumur

Schiedam

Schroonbove

Sicily Ile

Steenberge

Stockholm

Sully

Tallmont

Tarascon

Tertollen

Terweer

Tbiel

Touloufe

Tonien

Tongres

Toningen

Tornus

Toulon

Tournou

Tours

Tunis in

Valence

Vannes

Venice

Ventos

Verdun

Vianen

Villeneu

Ulling

Weefop

Worcu

Wykte

Xelste

Zirick

Zwol

To

Germ

accom

Names of Places.	Different Measures.	Measure of Amsterdam.	Measure of Paris.	Measure of Bourdeaux.
Roane	8 Boisseaux	1½ Mudde	1 Setiers	2 Boisseaux
Rotterdam	29 Sacks	1 Laft	19	38
Rouen	6 Setiers	10 Muddes	7	14
	4 Muid	3 1/4	57	114
Royan	26 Quarters	1 Laft	19	38
Ruremonde	68 Schepels	1 Laft	19	38
St. Brieu	1 Ton	14 Muddes	9½	19½
St. Cadou	1 Ton	13½ Muddes	9½	19
St. Gilles	40 Charges	1 Laft	19	38
St. John de Laune	1 Emine	2½ Muddes	1½	3½
St. Malo	1 Ton	14 Muddes	9½	19½
St. Matburin de l' Arcbant	9½ Boisseaux	1½ Mudde	1	2
St. Lieurade	100 Sacks	2 Lafts 18 Mud.	50½	101½
St. Omer	22½ Razieres	1 Laft	19	38
St. Valery	19 Setiers	1 Laft	19	38
Sardaigne Isle	3 Estereaux	1½ Mudde	1	2
Saumur	19 Setiers	1 Laft	19	38
Schiedam	29 Sacks	1 Laft	19	38
Schroonboven	21 Muddes	1½ Mudde	19	38
Sicily Isle	1½ Salme	1 Laft	1	2
Steenbergen	35 Veertels	1 Laft	19	38
Stockholm	23 Tons	1 Laft	19	38
Sully	9½ Carfes	1½ Mudde	1	2
Tallemont	5 Sacks	4½ Mudde	3	6
Tarascon	51 Charges	1 Laft	19	38
Tertollen	37½ Sacks	1 Laft	19	38
Terweer	39 Sacks	1 Laft	19	38
Tbiel	21 Muddes	1 Laft	19	38
Toulouse	26 Setiers	1 Laft	19	38
Toniens	100 Sacks	2 Lafts 16 Mud.	49½	98½
Tongres	15 Muddes	1 Laft	19	38
Tonningen	24 Tons	1 Laft	19	38
Tornus	1 Bitchet	2½	1½	3½
Toulon	3 Emines	3 Muddes	2	4
Tournou	25 Sacks	18 Muddes	12½	25½
Tours	14 Boisseaux	1½ Mudde	1	2
Tunis in Barbary	1 Caffis	3½ Muddes	2½	4½
Valence in Agen.	100 Sacks	3½ Lafts	61½	123½
Vannes in Bri.	1 Ton	14 Muddes	9½	19½
Venice	2 Staros	1½ Mudde	1	2
Venloo	21½ Mouwers	1 Laft	19	38
Verdan	1 Bitchet	1½ Mudde	1½	2½
Vianen	20 Muddes	1 Laft	19	38
Villemeur	25 Sacks	24 Muddes	17	34
Villeneuve d' Agenois	100 Boisseaux	2 Lafts 21 Mud.	52½	105½
Ulfingue	40 Sacks	1 Laft	19	38
Utrecht	25 Muddes	1 Laft	19	38
Weefop	44 Sacks	1 Laft	19	38
Worcum	23½ Sacks	1 Laft	19	38
Wykte Deurst.	20 Muddes	1 Laft	19	38
Yfelstein	20 Muddes	1 Laft	19	38
Zirick Zee	40 Sacks	1 Laft	19	38
Zwof	26 Sacks	1 Laft	19	38

To the foregoing Table, I shall here add the Weights of Flanders and Germany Measures, in hopes it may be useful to my Readers; though I must accompany it with this Remark, that the Ponderosity of the several Sorts of Grains



## GENERAL COMMERCE OF THE WORLD.

Grains therein mentioned are rendered so uncertain by the Change of Weather, and other Accidents of Humidity or Dryness, that no Exactness is to be depended on from such a Computation, however, it may occasionally prove of some Service, at least to those interested in the Corn Trade, and therefore I give it a Place,

*An Abstract of the Correspondent Weights and Measures of the different Species of Corn in FLANDERS and GERMANY.*

Places.	Names of Measures.	Mark Weight of Wheat.	Mark Weight of Melling or mist Corn.	Mark Weight of Eye.	Mark Weight, of Ose.
Dunkirk	Raziere	250lb.	247lb.	240lb.	
Bergues	Raziere	210	204	200	
Ypres	Raziere	179	173	163	
Ayres	Raziere	160	150	143	
St. Omer	Raziere	196	193	190	
Calais	{ Quartier	60	60	53	
	{ Setier or Septier	264	240	232	
Doulers	{ 1 Sept. of 4 Quart. and each Quart. of 4 Boiff. whereof 16 makes the Septier of Doulers.	205½ 212	201 208	201	125½lb.
Amiens	Setier	49	49	43	48
Peronne	Setier	88	86	84	54
Lisse	Raziere	110	106	104	
Menin	Raziere	129	126	123	
Tournay	Raziere	180	168	170	
Conde	Raziere	178	172	164	120
Valenciennes	Raziere	75	74	74	
Cambray	Mencault	81	83	84 75	The Raziere makes 10g 2½ Mencaults
Douay	Raziere	129	125	125	
Arras	Raz. wt. of St. Vast	128	123	124	
Mons	Raziere	76½	75½	73½	43
Maubeuge	Raziere	106	94	88	50
Avesnes	Raziere	102	98	88	70
Landreci	Mencault	97	94	90	72
Le Quesnoy	Mencault	80	76	79	71
Le Casteau	Mencault	85	80	72	60
Siffons	Setier	158	156	148	124
Noyon	Setier	86	82	84	
La Fere	Setier	71	69	65	50
Guise	Jalois	80	76	76	50
St. Quintin	Setier	67	64	62½	44
Namur	Setier	44½	42	41½	27½
Dinant	Setier	44½	43	42½	62
Philippeville	Retz	55	54	52½	30
Givet	Retz	47	46	45	
Chalons	Setier	200	195	190	
Rheims	Setier	130	124	118	
Rhetel	Setier	112	108	104	
Rocroy	Cartel	35	34	33	
Mezieres	Cartel	30	28	26	
Verdun	Francarte	33	34	32	25
Sedan	Cartel	33	33	37	35
Montmidy	Cartel	43½	47	50	
Dijn and Chabou	Emme	45	43	41	27
Auxonne	Emme	27	26	25	20
Beaune	Mecture	20	35	34	32

Gray

## Places.

Gray  
Port sur Sa  
Euxcul  
St. Loup  
Favernay  
Dole  
Pontarlier  
Salins  
Villerfuxel  
Montjutin  
Montbeliard  
Hericourt  
Blamont  
Vanvillers  
Vezoul  
Befort  
Lanfrenon  
Fribourg  
Brisac  
Colmar  
Soblestat  
St. Mary  
Straßbourg  
Haguenau  
Port Loup  
Landau  
Neufst  
Wissembour  
Philippsbour  
Phalsbourg  
Ligtemberg  
Saar Loup  
Hambourg  
Bübe  
Saarbourg  
Keyerfaut  
Mont Roy  
Saarbrück  
Matz  
Toul  
Nancy  
Longuy  
Thionville  
Treves  
Luxemb  
Pontamon  
Langres  
Vold  
Chaumont  
Saverne  
Bourbon  
Rouen

# OF WEIGHTS, &c.

911

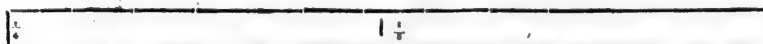
Places.	Names of Measures.	Mark Weight of Wheat	Mark Weight of Melling or mixt Corn.	Mark Weight of Rye	Mark Weight of Oats.
Gray	Measure	40lb.	39lb.	38lb.	30lb.
Port sur Saone	Quarte	60	59	58	48
Euxeuil	} Quarte	70	68	67	
St. Loup					
Favernay					
Dole					
Pontarlier	} Emine	60	59	58	
Salins					
Villersexel					
Montjutin					
Montbeliard	} Emine	45	44	43	
Hericourt					
Blamont					
Vanvillers					
Vezoul	} Quarte	60	59	58	47
Belfort					
Lanferon					
Fribourg					
Brifac	} Boisseau	27	25	25	
Colmar					
Schlestat					
St. Mary aux Mines					
Strasbourg	} Rezal	168	166	164	
Haguenau					
Port Louis de Rhin					
Landau					
Neufst	} Maldre	178	175	176	
Wissembourg					
Philippsbourg					
Phalsbourg and					
Ligttemberg	} Regat	160	160	160	104
Saar Louis					
Hambourg and					
Bûche					
Saarbourg	} Maldre	165	160	155	112
Keyserlautern					
Mont Royal					
Saarbruck					
Metz	} Bichet	161	156	150	110
Toul					
Nancy					
Longuy					
Thionville	} Rezal of Nancy	174	175	174	
Troves					
Luxembourg					
Pontamousson					
Langres	} Bichet of Longuy	27	26	26	
Poid					
Chaumont					
Saverne					
Bourbonne	} Maldre	302	297	295	248
Rouen					
	} Rezal	301	300	268	285
	} Malter	295	292	275	230
	} Quarte	120	116	112	
	} The Emine Chapter Measure contains more than that of Langres.	397	368	352	296
	} contains 2 Bichets, and the Bichets, two Quarters.	397	368	352	296
	} Bichet	67	66	65	
	} Bichet	72	70	74	41
	} Rezal	170	165	160	
	} Penat	72	70	68	58
	} Bichet of Choiseul	82	80	78	65
	} Mine	135	132	120	

## GENERAL COMMERCE OF THE WORLD.

Places.	Names of Measures.	Mark Weight of Wheat.	Mark Weight of Melling or mix Corn.	Mark Weight of Rye.	Mark Weight of Oats.
<i>Le Haure</i>	Boisseaux Hall Measure	55	53	51	
	Quai Measure, contain- ing 3 Boisseaux	151	145	139	
<i>Port Louis</i>	Ton Hamburg Measure	2950	2920	2750	
	Ton Quimper Measure	2280	2250	2100	
	Ton Vannes Measure	2400	2370	2200	
<i>Belte Isle</i>	Ton	2400	2340	2280	
<i>Bayonne</i>	Conque	60	59	58	
<i>Dax</i>	Mesure	38	36	33	
<i>Vaucouleurs</i>	Bifchet	88	83	80	58
<i>Huningue</i>	Rezal	163	160	159	

Next to the Dry, I proceed to the Long or Applicative Measures, of which our's in *Great-Britain*, are the Yard and Ell, the former for measuring all Silks, Woollens, &c. the latter used only for Linens. The Yard consists of three Feet, and the Foot of twelve Inches; the Ell being a Yard and a Quarter. I may also here add, that the Geometrical Pace is reckoned five Feet; a Fathom, or Fathom, six; a Rod, Pole, or Furlong, sixteen and a half; and of these forty make a Furlong, and eight Furlongs make an *English* Mile, which by a Statute of *Henry VIII.* ought to be 1760 Yards, or 5280 Feet, that is, 280 Feet more than the *Italian* Mile.

The Measures in other parts of *Europe* are very different both in Name and Extent, tho' most of them founded on the Geometrical Foot, which, varying in Length, has occasioned the fixt Measures of Places to vary also from one another; and before I say any Thing of this Difference, I shall in Part shew it to my Reader by a Print of some Fractions of Aunes, &c. of several of the chief Trading Cities, which will confirm the Calculations I shall afterwards give in a general Table.



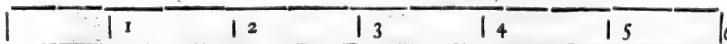
The Length of a Quarter of the *Brabant*, or *Antwerp* Aun or Ell, having 6 *French* Inches and  $4\frac{1}{2}$  Lines.



The Length of a Quarter of the *Amsterdam* or *Dutch* Ell, containing 6 *French* Inches and  $3\frac{1}{2}$  Lines.



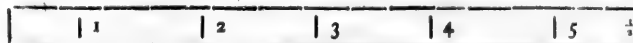
The Length of a Quarter of a *Brasse* at *Venice*, for measuring Woollens, &c.



The Geometrical half *French* Foot of 12 *French* Inches.



The Length of  $\frac{1}{4}$  and  $\frac{1}{4}$  of the *Paris* Ell or Aun, containing 5 Inches  $5\frac{1}{2}$  Lines, or  $65\frac{1}{2}$  Lines.



The Length of the half Foot of *Amsterdam*, the whole being 11 *French* Inches.

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The Cine  
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100 Cine  
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An Aun of *Denmark* or *Copenhagen* is reckoned one-third less than the *English* Yard, but with more Exactness, it is  $24\frac{1}{2}$  Inches *English*.

The Aun of *Meinden* contains  $1\frac{1}{2}$  French Inches, and two Lines, so that

100 Aunes of *Amsterdam* make a Trifle less than 166 Aunes of *Meinden*, and

200 Aunes of *Meinden* make 60 Aunes of *Amsterdam*.

At *Genoa*, four Sorts of long Measures are used, viz.

The Cane of 9 Palmes for Woollens,

The Cane of 10 Palmes for Linens,

The Brassie of near  $2\frac{1}{2}$  Palmes,

The Palme for Silks and Velvets.

The Palme is a common Span, making 8 Inches, and is a Measure used in most Parts of *Italy*.

The modern Palme of *Genoa* is 9 Inches 2 Lines, of which 4 Palmes is a Trifle less than the *Lyons* Ell.

Eight *Genoa* Canes make 15 Aunes of *Lyons*, and  $3\frac{1}{2}$  Palmes of 9 to the Cane, make an *English* Yard.

100 Aunes of *Amsterdam* make a small Matter more than 30 Canes at *Naples*; and

100 Canes of *Naples* make a Trifle more than  $333\frac{1}{3}$  Aunes of *Amsterdam*.

17 Canes of *Naples* are counted equal to 32 Aunes of *Lyons*.

The Cane of *Sicily* makes  $8\frac{1}{2}$  Palmes, *Marseilles* Measure, on which Footing any larger Quantity may be regulated. The *Neapolitan* Palme is 8 Inches and 7 Lines.

100 Canes of *Barcelona* make  $239\frac{1}{2}$  Aunes of *Amsterdam*, with a Trifle over; and

100 Aunes of *Amsterdam* make  $41\frac{1}{2}$  Canes of *Barcelona*.

108 Varas of *Cadix* are equal to 100 *English* Yards.

At *Peterburgh* 8 Verschocks, are 1 Arschin, or 28 *English* Inches, and 1 Sashine makes  $7\frac{1}{2}$  *English* Feet, so that 100 Sashines make  $241\frac{1}{2}$  *English* Yards, and 100 *English* Yards make  $241\frac{1}{2}$  Sashines, a Trifle less.

100 Aunes of *Riga* make very near 130 Aunes of *Amsterdam*; and

100 Aunes of *Amsterdam* make 77 Aunes of *Riga*.

100 Aunes of *Revel* make  $128\frac{1}{2}$  Aunes of *Amsterdam*; and on the contrary,

100 Aunes of *Amsterdam* make 78 Aunes of *Revel*.

The Aune of *Coningberg* is near  $\frac{1}{4}$  Part shorter than that of *Amsteraam*, so that 100 Aunes of this last, make about 120 of *Coningberg*; and 100 Aunes of *Coningberg*, about 80 of *Amsterdam*.

*Elbing* has the same Measure with *Dantzick*, which may be seen in the Table.

The Foot of *Stetin* is equal to that of *Amsterdam*.

100 Aunes of *Lubeck* make  $83\frac{1}{2}$  Aunes of *Amsterdam*, and

100 Aunes of *Amsterdam* make 120 Aunes of *Lubeck*.

100 Aunes of *Bremen* are reckoned equal to  $83\frac{1}{2}$  Aunes of *Amsterdam* and

100 Aunes of *Amsterdam* to make 120 Aunes of *Bremen*.

100 Aunes of *Erfort* make 61 of *Amsterdam*, and 100 of *Amsterdam*, make 164 of *Erfort*.

6 Aunes of *Langensaltz* make 5 of *Amsterdam*, so that 100 Aunes of *Langensaltz* make  $83\frac{1}{2}$  of *Amsterdam*; and 100 of *Amsterdam* make 120 of *Langensaltz*.

100 Aunes of *Leige* are reckoned 80 of *Amsterdam*; and

100 Aunes of *Amsterdam* make 125 Aunes of *Leige*.

The Aunes of *Malines*, *Ghent*, and *Bruges*, are equal to those of *Antwerp*.

100 Aunes of *Lisle* make  $103\frac{1}{2}$  Aunes of *Amsterdam*; and

100 Aunes of *Amsterdam* make  $96\frac{1}{2}$  Aunes of *Lisle*.

100 Aunes of *Dieppe* make 171 of *Amsterdam*; and 100 Aunes of *Amsterdam* make  $58\frac{1}{2}$  Aunes of *Dieppe*.

33 Canes for Linens

100 Canes for Woollens

$374\frac{1}{2}$  Palmes

107 Brassies of  $3\frac{1}{2}$  Palmes

} of *Rome*, make 100 Aunes of *Amsterdam*.

At *Florence* and *Leghorn*, the following Measures are used for Silks and Woollens, viz.

For Woollens { Palmes of which  $349\frac{1}{2}$   
Brassies of 2 Palmes, whereof  $116\frac{1}{2}$   
Canes of 8 Palmes, whereof  $29\frac{1}{2}$  } make 100 Aunes of *Amsterdam*.

10 Z

For

For Silks { *Palmes*, of which  $238\frac{1}{2}$   
*Brasses*, of 2 *Palmes*, of which  $119\frac{1}{2}$  } make 100 *Aunes* of *Amsterdam*,  
*Canes*, of 8 *Palmes*, whereof  $29\frac{1}{2}$  }

At *Lucca*, two Sorts of *Brasses* are in Use,

Of which {  $114\frac{1}{2}$  for *Woollens* } make 100 *Aunes* of *Amsterdam*.  
 $119\frac{1}{2}$  for *Silks* }

800 *Palmes*, or 100 *Canes* of *Naples*, make a Trifle less than 310 *Aunes* of *Amsterdam*.

100 *Aunes* of *Amsterdam* make  $258\frac{1}{2}$  *Palmes*, or  $30\frac{1}{2}$  *Canes* of 8 *Palmes*, which *Palme* exactly agrees with  $\frac{1}{3}$  of an *Aune*, and 4 *Lines* of a *French Foot* at *Amsterdam*; and the *Cane* yields there  $3\frac{1}{2}$  *Aunes* less 6 *Lines* of the said *Foot*.

At *Palermo*, 100 *Canes* of *Palmes* make a Trifle more than  $287\frac{1}{2}$  *Aunes* of *Amsterdam*; and

100 *Aunes* of *Amsterdam* make  $33\frac{1}{2}$  *Canes* of *Palermo*.

At *Venice*, two Sorts of *Brasses* are used, the one to measure *Woollens*, and the other for *Linens*, and *Gold* or *Silver Stuffs*; and that for the *Woollens* consists of 2 Feet 8 *Lines*, or 296 *Lines* of the *French Feet*, and is longer by  $6\frac{1}{2}$  per Cent. than the *Brasse* for the *Gold* and *Silver Stuffs*; so that

100 *Brasses* for *Woollens* make  $106\frac{1}{2}$  for *Gold* and *Silver Stuffs*, &c. and

100 *Brasses* for *Gold* and *Silver Stuffs*, make  $94\frac{1}{2}$  *Brasses* for *Woollens*.

100 *Brasses* for *Woollens*

100 *Brasses* for *Gold* and *Silver Stuffs* { of *Venice*, }  $98\frac{1}{2}$  } *Aunes* of *Amsterdam*.  
 make }  $92\frac{1}{2}$  }

100 *Aunes* of *Amsterdam* { 102 *Brasses* for *Woollens* }  
 { 108  $\frac{1}{2}$  *Brasses* for *Gold*, &c. *Stuffs* } of *Venice*.

100 *Pies* of *Smyrna* and *Seyde*, are computed to be 97 *Aunes* of *Amsterdam*.

100 *Aunes* of *Amsterdam*, make 103 *Pies* of *Smyrna*, &c.

100 *Pies* of *Constantinople*, make  $97\frac{1}{2}$  *Aunes* of *Amsterdam*.

100 *Aunes* of *Amsterdam*, make  $102\frac{1}{2}$  *Pies* of *Constantinople*.

100 *Pies* of *Aleppo*, are reckoned to make 98 *Aunes* of *Amsterdam*.

100 *Aunes* of *Amsterdam*, make 102 *Pies* of *Aleppo*.

100 *Pies* of *Alexandria* and *Rosette*, make 97 *Aunes* of *Amsterdam*.

100 *Aunes* of *Amsterdam*, make 103 *Pies* of *Alexandria*, &c. and the Correspondency of all the other Measures in *Europe* are to be found in the following Table.

by means of the same. And the same in Respect of the Agreement of all other Measures ancient and modern, to the Column of the Measure sought: For Example; if it is wanted to be known how many *Canes* of *Maryskiller* or *Montpelier* make the 100 *Aunes*, and so for the Rest.



## OF MEASURES, &amp;c.

A TABLE of the AGREEMENT and CORRESPONDENCE which the LONG MEASURES of the PRINCIPAL PLACES in EUROPE have with each other.

The Aunes, or Ells, of England, Hamburg, Lyons, the Hague, Rotterdam, and other Cities of Holland, is also that of Normandy, being all equal, and are comprehended under that of England. As the whole of Quarters are under that of France; and whole of Aune and Ells are equal to that of Hamburg, Frankfurt, and Lyons.	
100 Aunes of England	100
100 Aunes of Holland, or Amsterdam	166 2/3
100 Aunes of Brabant, or Avers, Brussels, &c.	100
100 Aunes of France, or Paris	100
100 Aunes of Hamburg, Frankfurt, Leipzig, and Cologne	100
100 Aunes of Breslaw in Silesia	100
100 Aunes of Danzig	100
100 Aunes of Berge and Drentheim	100
100 Aunes of Sweden, or Stockholm	100
100 Aunes of St. Gall, for Linens	100
100 Aunes of St. Gall, for Cloth	100
100 Aunes of Geneva	100
100 Canes of Marjallus and Montpellier	100
100 Canes of Fouluse, Albi, Castres, &c.	100
100 Canes of Geneva of nine Palms	100
100 Canes of Rome	100
100 Yards of England, or London	100
100 Varas of Spain	100
100 Varas of Portugal, or Lisbon	100
100 Cavidos of Portugal, or Lisbon	100
100 Brasses of Venice	100
100 Brasses of Bergamo, Bologna, Modena, Mantua, Brasses of Florence and Leghorn	100
100 Brasses of Milan	100

By Means of the above TABLE may be seen, viz. that 100 Aunes of Holland make 98 2/3 of Brabant or Avers, and 98 1/2 Aunes of France. And the same in Respect of the Agreement of all other Measures therein mentioned, which may be easily found, by going along the Lines, to the Column of the Measure sought: For Example, if it is wanted to be known how many Canes of Marjallus or Montpellier, make 100 Aunes of France, look for this latter in the left Hand Column, and from thence trace the Line to the Column which has at the Head, Canes of Marjallus and Montpellier, and it will be found, that 99 1/2 Canes make the 100 Aunes, and so for the Rest.

The following are the Measures of France and other Countries reduced into Feet, Inches, and Lines, of which 12 Lines make an Inch, and 12 Inches a Foot, which may in some Measure illustrate the preceding Table.

	Feet.	In.	Lines.	
The Aune of Paris contains	3	7	8	little more
The Cane of Provence, Avignon, and Montpellier	6	0	9	
The Cane of Toulouse, and the Varra of Arragon	5	5	6	
The Yard of England	2	9	11	
The Aune of Holland, Antwerp, and Tournoy	2	0	11	little more
The Aune of Flanders, Brabant, and Germany	2	1	5	
The Varra of Castille	2	7	2	little more
The Varra of Valencia in Spain	2	9	7	
The Ras of Piedmont, and the Basse of Lucca	1	9	10	
The Basse of Venice, Bologna, Modena, and Mantua	1	11	3	
The Palm of Genoa	0	9	1	
The Brasse of Bergame	2	0	3	
The Brasse of Florence	1	9	4 <sup>1</sup>	
The Yard of Seville	2	6	11	
The Cane of Naples	6	10	2	
The Aune of Troyes, and Arc in the Duchy of Bar	2	5	1	little more
The Aune of Lille and Arras	2	2	2	ditto
The Brasse of Milan for Silk	1	7	5	
The Ditto for Woollens	2	0	11	little more

To the above Contents of various Measures, I herewith add a Correspondency of the Length of a Foot in divers Places into Parts.

	Parts.
The Foot in England, divided into	1000
The Royal Foot of Paris	1068
The Foot of Leyden	1033
The Foot of Amsterdam	942
The Foot of Antwerp	946
The Foot of Lowvain	958
The Foot of Malines	919
The Foot of Middlebourg	991
The Foot of Dort	1184
The Foot of the Brille	1103
The Foot Rhinelandick, and that of Berlin	1033
The Foot of Vienna	1053
The Foot of Frankfort on the Maine	948
The Foot of Cologn	954
The Foot of Strasbourg	920
The Foot of Bavaria	954
The Roman Foot	907
The Foot of Venice	1153
The Foot of Mantua	1569
The Foot of Turin	1062
The Foot of Castile	1001
The Foot of Toledo	899
The Foot of Lisbon	917
The Foot of Copenhagen	965
The Foot of Dantzick	944
The Foot of Riga	1831

The same Salt, Lime, first is now to the Gallon counted a Ture this Co lowed to the of Europe, 8 other, is bo its Dispatch the Cent. of Lasts or 14 14 Tons in tho' some of Jerdam and the North, Oleron; M Aunis; fro of Bretagne Spain.

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The C 28 stricken or 23 Tons the Ponds, are deemed of these w 46,000lb.

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The same receptive dry Measure as is used for Corn serves also in *England* for Salt, Lime, Coals, &c. they being all meted by the *Winchester* Measure, tho' the first is now generally sold from the Pits by Weight, reckoning 7lb. Avoirdupois to the Gallon, or 56lb. to the Bushel; in Freight-Computation 42 Bushels is accounted a Ton, 5 bushels is a Sack, and 4 Cwt. a Quarter. When sold by Measure this Commodity and Coals must be heaped, or else five stricken Pecks are allowed to the Bushel, and of the latter 36 Bushels make a Chaldron. In other Parts of *Europe*, Salt, which is a more staple and current Merchandize than almost any other, is bought and sold by different Measures, according to the several Places of its Dispatch. For at *Amsterdam*, where vast Quantities are imported, it is sold by the Cent. of 404 Measures, or Scheppels, which Cent. is reckoned to be seven Lasts or 14 Tons, and the Last to weigh 400 lb. so that the said seven Lasts or 14 Tons make 28000lb. called the Cent of Salt, which also contains 208 Sacks, tho' some of this Commodity is much heavier than others. Salt is carried to *Amsterdam* and all the Cities of *Holland*, *Flanders*, *Brabant*, *Zeland*, other Places of the North, and up the *Baltick*, from *Marans*, *Brouage*, *Sude*, the Isles of *Ré* and *Oleron*; *Meche*, *Rebelle*, and other Places of *Saintonge*, and the Country of *Aunis*; from *Poliguen*, *Croisil*, *Guerand*, the Bay of *Bouaueuf*, and other Parts of *Bretagne*; from *St. Ubes* in *Portugal*, and from *Cadiz*, *Alamat*, and *Ivica* in *Spain*.

In the Cities and other Parts of *France*, Salt is sold by the Muid, whose Size varies, according to the different Places of its Manufacture and Dispatch: At *Paris* this Measure is reckoned to contain 12 Setiers, or 48 Minots, which Minot is also divided into less Fractions.

The Cent. of Salt, from *Marans*, *Brouage*, *Sude*, the Isles of *Ré*, &c. contain 28 stricken Muids, and each 24 Boisseaux; which yields at *Amsterdam* 11½ Lasts or 23 Tons, a little more or less, according to the good or bad Metage made at the Ponds, or its Waste in the Voyage. The Salts of the Isle of *Ré* and *Brouage* are deemed heavier than those from *Oleron*, *Marans*, *Mornac*, &c. And the Cent. of these weighty Salts yields at *Hamburg* 11½ to 11¾ Lasts, which are 45 to 46,000lb.

In *Denmark*, or *Copenhagen*, the said Cent. only renders 9½ Lasts, the Last being reckoned here equal to 18 Tons, and the 50 Lasts to correspond with 52 of *Coningberg*; at which Place the Cent. produces about 10 Lasts, or 40,000lb.

At *Riga* the said Cent. yields the same Measure as at *Coningberg*, and about 6½ Lasts of *Riga* make the great Cent. of *Amsterdam*.

The said French Cent. produces at *Dantzick* 11½ to 12 Lasts that Measure, of which Lasts 7½ to 7¾ make likewise the great Cent. of *Amsterdam*.

At *Stetin* in *Pomerania*, the French Cent. yields 10 Lasts, making 40,000lb. Measure and Weight of the said Place.

In *Portugal*, Salt is bought by the Muid, of which four make a Last, and seven the Cent. of *Amsterdam*, containing, as above, 404 Scheppels.

At *Alamat* and *Ivica* it is sold by the Modin, which weighs from 27½ to 28 Cwt. *English*, and at both Places the Quantities made are prodigious, being all for the King's Account.

Of Liquid Measures in *Great-Britain*, the ordinary smallest one is called a Pint, with its Fractions, of which two make a Quart, two Quarts make a Pottle, two Pottles make a Gallon; eight Gallons make a Firkin of Ale, and nine a Firkin of Beer; two Firkins a Kilderkin, and two Kilderkins a Barrel; one Barrel and half a Hoghead, two Hogheads a Pipe or Butt, and two Pipes a Ton.

The *English* Wine Measures are smaller than those of Ale and Beer, and are proportioned as 4 to 5; so that four Gallons Beer Measure are almost five Gallons of Wine Measure; of which latter a Gallon is 231 Cubical Inches, and eight Pounds one Ounce, and 11 Drams Avoirdupois of Rain Water. Of these Gallons a Rundlet of Wine holds eighteen, half a Hoghead 31½ Gallons, a Tierce 43 Gallons, a Hoghead 63 Gallons, a Puncheon 84 Gallons, a Pipe or Butt 126, and a Ton 252 Gallons, or 2016 Pints; by which Measure is sold Wine, Brandy, Vinegar, Cyder, &c.

Foreign Vessels for containing Wine, Vinegar, &c. have various Denominations, according to their different Sizes, and Places of their Fabrication.

The Wooders of *Germany*, for holding Rhenish and Moselle Wines, are different in their Gauges; some containing 1  $\frac{1}{2}$  Aumes *Amsterdam* Measure, and others more, or less.

The Aume is reckoned at *Amsterdam* for eight Steckans, or 20 Verges or Veertels; or for  $\frac{1}{4}$  of a Ton of two Pipes; or four Barrels of *France* or *Bordeaux*, which  $\frac{1}{4}$  is called at this latter Tierçon, because three of them make a Pipe, or two Barrels, and fix the said Ton.

The Steckan is 16 Mingles, or 32 Pints; and the Verge or Veertel is in respect of said *Rhenish* and *Moselle*, and some other Sorts of Wine, of six Mingles; but in measuring Brandy, it consists of six  $\frac{1}{2}$  Mingles. The Aume is divided into four Anckers, and the Ancker into two Steckans or 32 Mingles.

The Ancker is taken sometimes for  $\frac{1}{4}$  of a Ton, of four Barrels; on which Footing the *Bordeaux* Barrel ought to contain at *Amsterdam*, when the Cask is made according to the just Gauge, 12  $\frac{1}{2}$  Steckans, or 200 Mingles; Wine and Lees; or 12 Steckans or 192 Mingles racked Wine; so that the *Bordeaux* Ton of Wine contains 50 Steckans or 800 Mingles, Wine and Lees; and 48 Steckans, or 768 Mingles, of pure Wine.

The Barrels or Poinçons of *Nantes*, and other Places on the River *Loire*, contain only 12 Steckans *Amsterdam* Measure. The Wine Ton of *Rockelle*, *Cognac*, *Gbarente*, and the Isle of *Rbi*, differs very little from the Ton of *Bordeaux*, and consequently from the Barrels and Pipes.

A Ton of Wine of *Cbalosse*, *Bayonne*, and the neighbouring Places, is reckoned 60 Steckans, and the Barrel 15, *Amsterdam* Measure.

The Muid of *Paris* contains 150 Quarts, or 300 Pints, Wine and Lee, or 280 Pints clear Wine; of which Muids three make a Ton, and the *Francions* are,

The Muid	} containing {	36 Setiers
The Setier		4 Quarts
The Quart		2 Pints
The Pint		2 Chopins
The Chopin		2 Demi-Setiers
The Demi-Setier		2 Poiffons

The Muid is also composed of Pipes, Poinçons, Quarteaux, Queues, and Demi-Queues. These Poinçons of *Paris* and *Orleans* contain about 15 Steckans, *Amsterdam* Measure, and ought to weigh with the Casks, 666lb. a little more or less.

In *Provence* they reckon by Millerols. The Millerole of *Toulon* weighs about 130lb. Mark, and ought to contain 66 *Paris* Pints, which is nearly equal to 100 Pints of *Amsterdam*.

In Lower *Languedoc*, as at *Montpelier*, &c. the Muid contains 18 Setiers, and the Setier 32 Pots or Peckez, so that the Muid makes 576 Pots, and yields at *Amsterdam* 35 Steckans, or 560 Mingles; so that the Pot or Peche of *Montpelier* is less than the Mingle: But the Casks of *Montpelier* are never of an equal Gauge, some Muids containing more than others.

The Butts or Pipes from *Cadiz*, *Malaga*, *Alicant*, *Benicarlo*, *Saloe*, and *Mataro*, in *Spain*, and from the *Canaries* subject to that Crown, from *Lisbon*, *Oporto*, and *Fayal* in *Portugal*, are very different in their Gauges, though in Affreightments are all reckoned two to the Ton.

Vinegar is measured as the Wine; but as the Measures for Brandies are different, I shall now give an Account of them.

These Spirits from *France*, *Spain*, *Portugal*, &c. are generally shipped in large Casks, called Pipes, Butts, and Pieces, according to the Places from whence they are exported, and differing in their Contents, not only from one another, but even among those embarked at the same Place.

In *France* Brandy is shipped in Casks, called Pieces at *Bordeaux*, and Pipes at *Rockelle*, *Cognac*, the Isle of *Rbi*, *Nantes*, and other neighbouring Places; which contain, as before observed, some more and some less, even from 60 to 90 *Amsterdam* Verges, or Veertels, according to the Capacity of the Vessels, and the Places they come from, which being reduced into Barrels, will stand as follows,

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At *Rochele, Cognac*, the Isle of *Ré*, and the County of

<i>Aunis</i>	27 Veertels
At <i>Nants</i> , and several Place of <i>Bretagne</i> and <i>Anjou</i>	27 Veertels
At <i>Bordeaux</i> and different Parts of <i>Guienne</i>	32 Verges
At <i>Amsterdam</i> and other Cities of <i>Holland</i>	30 Veertels
At <i>Hamburg</i> and <i>Lubeck</i>	30 Verges
At <i>Emdden</i>	27 Verges

In *Provence* and *Languedoc* Brandy is sold by the Quintal; the Casks included, and at *Bruges* in *Flanders* the Verges are called Selters, of 16 Stops each, and the Spirits sold at so much per Stop.

The Mingle of Brandy at *Amsterdam* weighs 2lb. 4 oz. Mark Weight, and the Verge or Veertel 14lb. a little more or less; at which Rate the 30 Verges must weigh 420lb.

The Pieces of Brandy sold at *Bordeaux* commonly contain from 50 to 80 Verges, and 32 Verges is reckoned, as has been mentioned, to a Barrel; the Verge contains 3 Pots, or a little less, and the Barril near 110 Pots, *Bordeaux* Measure.

Olive Oil is also shipped in Casks of various Sizes, according to the Custom of the Places where it is embarked, and for the Convenience of Stowage. *Gallipoly, Leghorn, France, Majorca*, and several other Parts of *Spain, Portugal, &c.* supply the northern Parts of *Europe* with this Commodity, as well for Eating, as cleansing of Woollens, and making of Soap. In *England* it is sold by the Ton of 236 Gallons, and at *Amsterdam* by the Ton of 717 Mingles, or 1434 Pints; the Casks it is imported in contain from 20 to 70 Steckans, at 6 Mingles per Steckan, the Mingle weighing 2lb. and 2, 3, or 4 Ounces, according to the Place of the Oil's Growth.

It is reckoned that the Barrel of Oil at *Genoa* weighs near 187½lb. Nett Weight, which is equal to 125lb. at *Amsterdam*, and 14 of these Barrels or thereabouts make the said 717 Mingles, which ought to weigh 1750lb. at the last mentioned Place.

At *Leghorn* the Barrel of Oil weighs 85lb. which a little exceeds 59lb. at *Amsterdam*, and is more frequently shipped in Jars and Flasks than Casks.

In *Provence* it is sold by Millerols of 66 Paris Pints, which make about 100 Pints of *Amsterdam*.

From *Spain* and *Portugal* it is brought in Pipes or Butts of different Gauges; at the first it is sold by Roves, of which about 40 go to the Butt, and at the latter by Almoudas, whereof 26 make a Pipe; the Almouda contains 12 Canadors, and the Canador makes near a Mingle at *Amsterdam*.

Train Oil is sold in *England* by the Ton, and at *Amsterdam* by the Barrel of 12 Steckans.

Honey is sold with us by the Pound, though in *Amsterdam*, where great Quantities are imported from *Bordeaux, Bayonne, Bretagne, Provence, Hamburg, Bremen*, and several other Places, it is sold by the Ton, or Barrel.

Beer at *Amsterdam* is commonly put in Tons or Barrels, half, quarter, and half-quarter of Barrels, and sometimes in Pipes, Butts, and other such large Casks for their *East* and *West* India Provisions. The Ton or Barrel ought to contain 1 Aume, or 8 Steckans, making 128 Mingles, and the other Vessels in Proportion.

#### OF COINS, both real and imaginary.

IN *England*, the Copper ones are a Farthing and Half-penny, the latter being two of the former.

In fine Silver of the Standard of 11 oz. 2dwt. called Sterling, the smallest Piece is one Penny, others of two Pence, three Pence, four Pence called also a Groat, and six Pence, a Shilling, or 12 Pence, a Half-Crown, or two Shillings and six Pence, and a Crown, or five Shillings.

In fine Gold of 22 Carats, called also Sterling, a Guinea, now worth 21 Shillings, half a Guinea, some few two and five Guinea Pieces, and fewer ¼ ones.

Accounts are kept in Pounds, Shillings, and Pence, the first and last imaginary, and Exchanges are calculated in one of these two.

In *France*, the Gold Species are Louis, with its Diminutions of ½ and ¼, and its Augmentations of double and quadruple.

Of



Of Silver the Crown or Ecu, with its Fractions, which at pretent passes for 3 Livres, though it has been up to more than 7 Livres.

Of Silver and Brass mixed, the Sol. And

Of Copper the Liard, which is  $\frac{1}{4}$  of a Sol, or 3 Deniers. A Double 2 Deniers. And a Denier or  $\frac{1}{12}$  of a Sol.

Accounts are kept throughout the Kingdom in Livres, Sols, and Deniers, of which 12 Deniers make a Sol, and 20 Sols a Livre; their Exchange is by the Crown of 3 Livres or 60 Sols.

In *Holland*, the Gold Coins are

Ducations	} worth	15	Guilders, and 15 Stivers
Ducats		5	5
Souverains		15	
Rose-Nobles		11	though of these very few are seen.

Silver Coins.

Ducations	} worth	3	Guilders and 3 Stivers
Drie-Guilders		3	
Rixdollar or Patacon		2	10
Croons		2	Of this Coin very few to be met with
Dollars		1	10
Goud Guilders, or Golden Guilders		1	8

Here are also  $\frac{1}{2}$  and  $\frac{1}{4}$  Rixdollars; Schellings, of which some are worth 6, and others only 5 Stivers; here are also Stivers, of which 20 make a Guilder, divided into 2 Deniers de gros, or 8 Duytes, or 16 Penins, though these two last Denominations are imaginary.

Here are besides several other Coins, particularly some small ones, of 2, 3, 4, 8, and 12 Stivers.

Accounts are kept at *Amsterdam* and *Rotterdam*, the two chief trading Places, in Guilders, Stivers, and Penins; so that although Goods are sold for other Species, such as Livres de gros, &c. yet all are reduced to the above Denominations for the Entries into their Books. The Exchanges are made with us in so many Schellings to a Pound Sterling, though to most other Places in Deniers de gros.

Foreign Coins are very many, both of Gold and Silver, but are not current here at any fixed Price, but, as other Commodities, rise and fall according to their Plenty or Scarceness.

In *Russia*, 3 Coppecks is an Altin, 10 Coppecks 1 Grievé, 25 Coppecks is a Polpoltin, 50 Coppecks is a Poltin, 64 Coppecks is a Dollar, and 100 Coppecks or 19 Grievés is a Rouble; an *English* Crown passes there by Weight, for 120 to 130 Coppecks.

Accounts are kept in the trading Places of this Empire, in Roubles, Grievés, and Moscofques, 2 of which make a Coppeck; or in Roubles and Coppecks. Their Exchange is only on *Holland*, and negotiated in either Roubles or Coppecks.

In *Norway*, a Rixdollar is six *Danish* Marks, a Mark sixteen Shillings, and at *Copparwyk*, *Laarwyk*, *Mardou*, *Vlekeren*, *Jedder*, *Stafanger*, *Romsdal*, and *Drontheim*, the Rixdollar is worth 4 Oorts, or the Oort 24 *Danish* Schellings.

In *Denmark*, the Rixdollar is worth 4 Oorts, or six *Danish* Marks, the Oort 24 Schellings, or 1  $\frac{1}{2}$  Mark, the Mark 16 Schellings, and the Schelling three Penins; 2 *Danish* Marks make 1 Mark Lubs, and at *Bergen*, Accounts are kept in *Danish* Rixdollars, Marks, and Schellings. But little is done in Exchanges from this Kingdom, and the few that are transacted from *Copenhagen*, are in *Danish* Rixdollars of six Marks for current Rixdollars of *Amsterdam*.

In *Stockholm* and the Rest of *Sweden*, the Dollar is worth 4 Marks, and the Mark 8 Oorts, or Runsticks, which is an imaginary Specie; 2 Marks make a Mark Lubs, and here are Copper Rixdollars of 6 Dollars or 24 Marks; here is also Silver Money called Silvergelt, or Silvermunt, and one Mark Silver Money is reckoned worth 2  $\frac{1}{2}$  Copper. The Silver Dollar is divided into 3 Marks, and the Mark into 3 Oorts; though they have no such Coin as a Runstick, or Ronsttiken, yet they reckon two of their Copper Farthings to a Runstick, 3 Runsticks to a Witton, 10  $\frac{1}{2}$  Wittons to a Copper Dollar.

Accounts are kept in this Kingdom in Dollars, Marks, and Oorts, and the Exchange is made between a Copper Rixdollar of 24 Marks of *Stockholm*, and a current Rixdollar of 50 Stivers of *Amsterdam*.

At *Cracow* in *Poland*, their common Coins are, Gros, of which 18 make 1 Oort, and 30, one Guilder; a Specie Dollar is 40 Gros, and worth about two Shillings Sterling. A Rixdollar is 5 Oorts, or 90 Gros; a Gold Ducat is 6 Guilders. A Crois, and a Specie Dollar, pass at uncertain Value from 3 to 4 Guilders, as there is a Premium upon them that sometimes amounts to 10 and 15 *per Cent*. Accounts are kept here in Guilders, Gros, and Deniers, of which latter 18 make a Gros, and 30 Gros a Guilder, or in Rixdollars and Gros, reckoning 90 of the latter to the former.

At *Riga* the Rixdollar is 90 Gros, and divided also in 15 *Riga* Marks, and into 3 *Polish* Guilders; the *Polish* Guilder must therefore consequently make 5 *Riga* Marks, and is also divided into 30 *Polish* Gros; a Gros is 3 Whittens, or 6 black Ditto. A Voirding is 1½ Gros, or 4½ Whittens, or 9 black Ditto.

Accounts are here kept in Rixdollars and Gros, and it is in the former of these Species that Exchanges are made with Rixdollars current of *Amsterdam*.

At *Revel* and *Nerwa*, the Rixdollars consist of 64 Whittens or 90 Gros: Accounts are kept in these two Places in Rixdollars and Whittens, where they have likewise Copper Plate Dollars, which they use in Exchange.

At *Coningberg*, *Elbing*, and *Dantzick*, the Rixdollar is divided into 90 *Polish* Gros, or into 3 *Polish* Guilders, and the Gros into 18 Penins or Deniers.

At these Places Accounts are kept in Rixdollars and Gros, or in *Polish* Guilders, called also Timpfen, Gros and Deniers or Penins. They exchange on *Amsterdam* in *Polish* Gros, for a Livre de Gros of 6 Guilders current Money of *Amsterdam*, and on *Hamburg* for the Rixdollar.

At *Stetin*, 36 Stivers, or Schellings Lubs, make a Rixdollar, and Accounts are kept here in those Species, and Remittes made in them.

At *Lubeck*, the Rixdollar is worth 3 Mark Lubs, or 48 Schelling Lubs; the Mark being divided into 16 Schellings, and the Schelling into 12 Penins or Deniers. Accounts are kept here in Marks, Schellings and Deniers or Penins Lubs, in which their Exchanges are made.

At *Breslaw* the Rixdollar is worth 30 Silver Gros, and the Gros 12 Fenins. It is also divided into 90 Creutzers, and the Creutzer into 4 Fenins, and the said Rixdollars are called imperial Mony, augmented by 17 Creutzers.

Accounts are kept at this Place in Rixdollars, and Silver Gros and Penins, in the first of which Species Exchanges are made on *Amsterdam* for a certain Number of Stivers, Bank Money, and on *Hamburg* for Rixdollars of *Breslaw*, against Rixdollars of *Hamburg* Bank.

At *Hamburg*, the Mark, or Mark Lubs, is divided into 16 Stivers Lubs, and the Setiers into 12 Deniers Lubs. The Rixdollar is 48 Stivers Lubs, or 3 Mark Lubs, besides which many foreign Species are current at this Place, superfluous to be mentioned here, as they will be taken Notice of where they are coined.

Here Accounts are kept in Marks, Schellings, and Deniers Lubs Bank Money by those who have Cash in the Bank; but by those who have not, their Books are generally kept in Rixdollars, Schellings, and Deniers current Money. This is a great Place of Exchanges, in which it negotiates with most Parts of *Europe*. I shall therefore be a little particular in their Currency.

*Hamburg* gives to

*London*, from 32 to 38 Schellings Flemish *per* Pound Sterling.

*Holland*, Stetch Dollar for 30 to 35 Stivers, and often Rixdollars for Rixdollars with a Premium.

*Berlin*, Rixdollars for Rixdollars, with a Benefit of so much *per Cent*.

*Leipsick* and *Dantzick*, ditto.

*Flanders*, Mark Lubs, for *Flanders* Stivers.

*Sweden*, the Rixdollar, for Copper Marks, and sometimes at a Premium of so much *per Cent*.

*Muscovy*, the Rixdollar for an uncertain Number of Coppecks.

*Frankfort*, the Stetch Dollar, against some Creutzers of Exchange, or Rixdollar for Rixdollar at so much *per Cent*.

*Nuremberg*, the Merchant's Dollar, for current Creutzers, and Rixdollar for Rixdollar, with a Premium.

*France*, a Number of Schellings Lubs, for the *French Crown* of three Livres.

*Spain*, Ditto, for the Ducat of 375 Maravedies.

*Portugal*, a Number of Deniers, for the *Crufade* of 400 Reas.

*Geneva*, the same as with *Paris* and *Lyons*; and it is a Custom to draw Bills upon *Lubeck* payable in *Hamburg*; the Term Lubs being derived from the former of these Places, once the Capital of the *Hanse Towns*, as it is here that the Schellings Lubs are coined.

*Venice*, a Number of Groots, for a Ducat of 24 Soldi Banco.

At *Bremen*, the current Coins are a Rixdollar, divided into 1½ Double, or 3 single *Bremen Marks*, or 24 double Schellings, or 6 Head Pieces, or 72 Gros, or 360 Swaar. A double Mark is 48 Gros, 4 Head Pieces or 240 Swaar. A double Schelling is 3 Gros or 15 Swaar. A Gros is 5 Swaar, and a Swaar is a Penin.

At this Place Accounts are kept in Rixdollars and Gros, and it exchanges on *Amsterdam* Rixdollars of 72 Gros, for Rixdollars of 50 Stivers Banco.

At *Leppick*, and *Naumbourg*, a Rixdollar is 24 Gros, and the Gros 12 Penins. Said Dollar is likewise 1½ Rix Gould or Rix Guilder, and this Piece is worth 16 Gros. A Ducat is 4 Guilders, or 2½ Rixdollars; besides which they have 8, 4, 2, 1, and 1½ Gros Pieces, and some still smaller, of 9, 8, 6, 4, and 3 Penings.

These two Places keep their Accounts in Rixdollars, and Crowns, Gros, and Penings, and their Exchange Money is worth 10 to 20 per Cent. more than the current. If Bills are made payable here in current Money, they are discharged of their Amounts in Pieces of 4 Gros, and the other ½ in Gros Pieces; but if they are drawn to be paid in Exchange Money they must be satisfied in Rixdollars, often termed Crowns in Exchange.

At *Brunswick* and *Osnaburg* the Rixdollar is divided into 36 Mariengros, and the Mariengros into 8 Penins, in which Specie their Exchanges are also negotiated.

At *Berlin*, the Rixdollar is worth 3 Guilders or 90 Gros, about 4s. 6d. Sterling, a Guilder 20 Brummers, or 30 Gros, 18 Gros an Oort, and 5 Oorts the Rixdollar. A Brummer or Abrase is 1½ Gros, 1 Grois is two Polchen or 18 Penins, and 1 Schelling is 6 Penins or Deniers.

In this City and the Kingdom Accounts are kept in Guilders, Gros, and Penins, and the Exchanges made in Rixdollars, for *Amsterdam*, *Hamburg*, *Augsburgh*, *Nuremberg*, *Breslaw*, *Switzerland*, and *London*, when any Thing is done direct here, though this is very seldom, as Transactions of this Nature commonly pass through *Amsterdam* and *Hamburg*.

At *Zurich*, the Rixdollar or Ducat is worth 28 Batz and 2 Schellings of this Money, which are worth more than the *Switz Batz*, and less than those called good Batz; the Guilder of *Zurich* called the good Guilder, is 16 Batz, or 40 Schellings of this Place. The Batz is worth 2½ *Zurich* Schellings; the Schelling 6 Anfers, or 1½ Creutzer, of which latter 4 make the Batz.

At this Place Accounts are kept in Rixdollars, Creutzers, and Hellers; their Exchange is commonly made in *Zurich* Money; reckoning their Rixdollars, worth about 4s. 6d. Sterling, at 108 of their Creutzers.

At *Zurzach*, most of the *Switz* Coins are current; and

At *Schaffhouse*, the Rixdollar is worth 27 good Batz, the Guilder of *Zurich* is worth here 15 ditto. The good Batz makes 10 Baps, or 4 Creutzers.

At *Berne*, the Rixdollar is worth 30 common *Switz* Batz. The good Guilder of *Zurich* is worth 16 Batz, and 2 Schellings *Switz*; and the Batz is worth 4 Creutzers, or 2½ Schellings.

At *St. Gal*, the Rixdollar is worth 25½ Batz, or 102 Creutzers. The Guilder is 15 Batz, or 60 Creutzers. The Schelling is 6 Creutzers or 1½ Batz. The good Batz is 5 Creutzers. The common Batz 4 Creutzers. The Creutzer 4 Hellers or Penins.

In this Canton, Accounts are kept in Guilders, Creutzers, and Penins, *St. Gal* Money, or under the same Denominations, in the Coins of the Empire. It gives in Exchange to *Vienna*, *Nuremberg*, *Augsburgh*, and *Bologna*, a Number of its Guilders.

Guilders,  
Geneva for

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87 R  
81 R  
132 G

92 G  
81 R  
81 R  
121 G

75 G  
82 G  
66 R  
66 R

113 G  
123 G  
100 R  
150 G

*Guilders*, for others of said Places; the same to *Venice* for Ducats Banco; ditto to *Geneva* for Crowns of that Place; and the like to *Lyons* for the *French Crown*.

At *Bafil*, the Rixdollar consists of 27 good Batz, the good *Guilder* 15 good Batz, or 60 Creutzers. The good Batz is 10 Raps, or 4 Creutzers. The *Guilder* of the Empire is here worth 25 Schellings or Plapperts, or 20 Gros; the Gros 7½ Raps; and the Plappert 6 Raps.

Accounts are variously kept in this Canton, some in Rixdollars, Schellings and Deniers, some in Livres, Schellings and Deniers, some in Rixdollars, Creutzers, and Penins, and some in Guilders, Creutzers, and Penins; they exchange as *Zurich* does, and their Rixdollar is worth about 4s. 6d. Sterling.

At *Strasbourg*, the Rixdollar is valued at 1½ Guilders, or 15 Schellings, 90 Creutzers, 3 Livres or 60 Sols. A *Guilder* is 10 Schellings, or 60 Creutzers, or 2 Livres, or 4 Sols. A *Livre* is 20 Sols, 5 Schellings, or 30 Creutzers. A Schelling is 6 Creutzers, or 4 Sols. Exchange from hence is transacted with most Places in the Silver of *Alsace*, which is the same with the Silver of *France*: the Rixdollar being here reckoned at 3 Livres *Tournois*, the Agio being commonly from 1 to 2 per Cent.

At *Geneva* the Gold Coins are Pistoles, worth 40 Florins 3 Sols, or 11 Livres 10 Sols *Tournois*. Ducats worth 22 Florins, or 6 Livres, 6 Sols, or something better, though few of these Coins are now met with. The Silver Monies are Crowns, worth 10 Florins 6 Sols, or 3 Livres. Pieces worth 1 Florin 9 or 10 Sols *Tournois*. Pieces of 10 Sols 6 Deniers, or 5 Sols *Tournois*. The Copper are, Pieces of 6 Sols, 3 Sols, 1 Sol, and 6 Deniers, 9 Deniers, and 6 Deniers of *Geneva*; besides which there are Silver Pieces of 2 Florins, and 1 Florin, though of these there remain but few. The *Geneva* Florin is worth 5 per Cent. less than 6 Sols *Tournois*. The Exchanges are in Crowns of 3 Livres *Tournois*, called also by some Rixdollars, and almost all the foreign Coins of *Europe* are current there.

At *Cologn* the Rixdollar, computed at 4s. 6d. Sterling, is divided into 78 Albusse; the Albus into 12 Deniers, or 2 Creutzers, and the Creutzers into 4 Hellers. The Dollar is worth here 52 Albusse. The *Guilder* 24 Albusse. The *Blasfart* 4 Albusse; and Accounts are kept in Rixdollars, Albusse, and Penins, and their Exchanges with *Amsterdam* are Rixdollars of 78 Albusse, for Rixdollars current Money there at a fluctuating Premium.

At *Frankfort sur Maine* and *Hanaw*, the Rixdollar is 90 Creutzers, and the Creutzer 4 Heller; but as the current and exchange Money is so very different, and not readily to be calculated, I herewith add a Computation made by Monsieur *John Peter Ricarl*, in Hopes it may, at least to some, be both agreeable and useful.

- 100 Guilders of 65 Creutzers exchange Money, make
- 108 Guilders, 20 Creutzers of 60 Creutzers exchange Money.
- 87 Rixdollars, 62 Creutzers, of 74 Creutzers ditto.
- 81 Rixdollars, 6 Creutzers, 3¼d. of 90 Creutzers current Money.
- 132 Guilders, 6 Creutzers, or 3¼d. of 60 Creutzers current Money.
- 100 Guilders of 60 Creutzers exchange Money, make
- 92 Guilders, 20 Creutzers of 65 Creutzers exchange Money.
- 81 Rixdollars, 6 Creutzers of 74 Creutzers ditto.
- 81 Rixdollars, 27 Creutzers 1¼d. of 90 Creutzers current Money
- 121 Guilders 57 Creutzers 1¼d. of 60 Creutzers ditto.
- 100 Guilders of 60 Creutzers current Money, make
- 75 Guilders, 45 Creutzers of 65 Creutzers Exchange Money.
- 82 Guilders of 60 Creutzers, ditto.
- 66 Rixdollars, 36 Creutzers, of 74 Creutzers, ditto.
- 66 Rixdollars, 60 Creutzers, of 90 Creutzers current Money.
- 100 Rixdollars of 74 Creutzers Exchange Money, make
- 113 Guilders, 55 Creutzers, of 65 Creutzers exchange Money.
- 123 Guilders, 20 Creutzers of 60 Creutzers ditto.
- 100 Rixdollars 24 Creutzers 1¼d. of 90 Creutzers current Money.
- 150 Guilders, 24 Creutzers 1¼d. of 60 Creutzers ditto.

- 100 Rixdollars of 90 Creutzers current Money, make  
 113 Guilders, 35 Creutzers, of 65 Creutzers exchange Money.  
 123 Guilders of 60 Creutzers, ditto.  
 99 Rixdollars, 54 Creutzers, of 74 Creutzers ditto.  
 150 Guilders of 60 Creutzers current Money.

*N. B.* 1 Guilder of 60 Creutzers is reckoned worth about 3s. Sterling.

At this Place Accounts are kept in Rixdollars and Creutzers, and the Difference of the Exchange Money from the current, is shewn in the preceding Calculation.

At *Vienna* many foreign Coins have a Currency, but their own is the Imperial Ducat of 4 Guilders, the Rixdollar in Specie of 2 Guilders. The imaginary Rixdollar of 1½ Guilder, or 90 Creutzers, the imaginary Guilder of 60 Creutzers. The Schelling of 7 Creutzers and 2 Deniers. A Gros is 3 Creutzers, 2 Deniers. A Patre, is 4 Creutzers. A Penin and Denier is the same; and 3 Deniers are a Dreyer. Accounts are kept here in Guilders, Creutzers, and Penins, reckoning 8 Penins to a Creutzer. This Place exchanges with *London* a Rixdollar for an uncertain Number of Pence, commonly between 4 and 5 Shillings. With *Holland* the same for an uncertain Number of Stivers. With *Nuremberg* and *Augsberg*, Rixdollars for Rixdollars with an uncertain Premium. With *Venice* an uncertain Number of Rixdollars for 100 Ducats Banco. And with *St. Gal* 100 Guilders of 60 Creutzers, for an uncertain Number of those Guilders.

At *Embsen*, the Money most in Use are Rixdollars, valued at 2 Guilders, 14 Stivers; and their Exchange is almost confined to *Amsterdam*, between Rixdollars and Rixdollars, and sometimes Guilders against Guilders, both with a Premium of so much per Cent.

*Bolzano* is a Place considerable in Exchanges with several Parts of *France*, *Italy*, *Switzerland*, and *Germany*. The Species most current here, are the *German* Rixdollars and Dollars, the former worth 90 and 93 Creutzers; the Guilder of 60 Creutzers is likewise in Use here. It exchanges with *Lyons* an uncertain Number of Creutzers for a *French* Crown. With *Rome* the same for a Crown. With *Florence* Ditto for that Crown of 7½ Livres. With *Bergam* the Rixdollar of 93 Creutzers for an uncertain Number of *Soldi*. With *Venice* the same, for a Number of *Soldi* Banco. With *Ancona*, the Guilder of 60 Creutzers for an uncertain Number of *Bajoches*. With *Bologne* ditto, for a Number of *Soldi*. With *St. Gal* 100 Guilders for an uncertain Number of Dittos that Money. With *Frankfort* an uncertain Number of Rixdollars of 90 Creutzers, for 100 Rixdollars of that Place; and with *Augsberg* and *Nuremberg* the same.

At *Nuremberg* and *Augsberg*, the Guilder is 15 Batz, 20 Imperial Gros, or 60 Creutzers; the Creutzers four Hellers, and the Rixdollar is 1½ Guilder, or 90 Creutzers; near 4s. 6d. Sterling, 22½ Batz, or 30 Imperial Gros; a thick Dollar is 1½ Guilders, or 25 Batz, or 100 Creutzers; a Gros is 3 Creutzers or 12 Deniers, and a Batz is 4 Creutzers, or 16 Deniers.

Accounts are kept here in Guilders, Creutzers, and Hellers, and the Exchanges on *Amsterdam* and *Leipsick* are in Rixdollars for Rixdollars, with a Premium. On *Venice* in Guilders for Ducats de Banco; and on *Vienna*, *Prague*, and *Breslau*, in their Guilders, for other Imperial Money.

At *Leige*, a Livre is 20 Schellings, and the Schelling 16 Fenins. The Crown or Rixdollar of this Place, is worth 4 Livres, which are reckoned on a Par with the Rixdollars of 50 Stivers current Money of *Amsterdam*.

Here Accounts are kept in Livres, Sols, and Deniers; and Exchanges made in Livres for Guilders of current Money in *Amsterdam*.

At *Antwerp*, *Brussels*, *Malines*, *Ghent*, and *Bruges*, the Livre de Gros is 20 Schellings de Gros, and the Schelling 12 Deniers de Gros; called here, at *Amsterdam*, and in all *Brabant* and *Flanders*, Pounds, Schellings, and *Groots Flemish*; and at *Antwerp*, as well as in *Brabant* and *Flanders*, are two Sorts of Money, or rather one Sort with two different Values, for the same Species are variously reckoned in their Currency, or by Exchange. For Exchange, the Patagon or Rixdollar is here reckoned for 8 Schellings, or 48 Stivers in Exchange-Money, though for 56 Stivers current Money; and the Schelling de Gros, which is 6 Stivers in

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Exchange, passes for 7 Stivers in the Currency; so that there go  $119\frac{1}{2}$  Guilders or Livres de Gros Currency to 100 Ditto Exchange; 100 Livres de Gros, Bank Money at *Amsterdam*, is commonly worth 2 to 4 *per Cent.* more than 100 Livres de Gros Exchange Money at *Antwerp*.

In *Spain*, the Gold Coins are the same all over the Kingdom, viz. the four, two, and single Pistole Pieces, as also the  $\frac{1}{2}$  Pistole. The silver Coins are the *West-India* Dollars, with its Fractions of  $\frac{1}{2}$ ,  $\frac{1}{4}$ , or two Rials, one Rial, and  $\frac{1}{8}$  Rial of Plate, now worth 10 Rials of Plate, whereas some years ago, its Value was no more than 8 of the said Rials; and the Pistole then worth but 32 Rials that is now current at 40 Rials; these Dollars all come milled from *Mexico*; but from *Peru* they still come unmilled as formerly, being the same in Value as the others, with this only Difference, that of these no less than Dollars and half-Dollars are current, the lesser Fractions having been cried down above 20 Years ago. When the late Emperor was in Possession of *Spain*, he coined a pretty large Quantity of Pestareens, or  $\frac{1}{2}$  Dollars, which being of a base Alloy, King *Philip V.* lowered their Value 20 *per Cent.* on his coming to the Crown, so that instead of four, five of them went to the Dollar, and the said King coined many Dollars with their Fractions during his Reign. The Copper Money is very various, and almost Provincial; that at *Cadiz* and in *Castile*, are double and single Quartos and Ochavos, of which two Ochavos make a Quarto, and two single Quartos make a double one: 17 Quartos make 2 Rials Vellon, which is now an imaginary Coin, though formerly it was the principal one of the Kingdom. A Maravedie is also another imaginary Specie, of which 17 are reckoned to a Rial Vellon. The Ducat is also a fictitious Coin of 11 Rials of Plate in Purchases, Sales, and all other mercantile Transactions, except in Exchanges, when it is valued at 11 Rials of Plate and 1 Maravedie, or 375 Maravedies. In the Kingdom of *Valencia*, the Copper Coin is peculiar to it, being called Dineros, of which 30 make a Rial of Plate, and 24 a Rial current, being an imaginary Coin, of which 10 were reckoned of equal Value with 8 Rials of Plate, and 2 to be the same as 3 Rials of Vellon; here are also some few Pieces of 3 and 6 Dineros, much about the Size of our Half-pence and Farthings; and as the Currency of this Coin is very considerable, though confined to the Kingdom of *Valencia* only, they are made up into Papers of 2 and 3 Dollars each, and so received and paid unopened, very often to the Value of several thousand Dollars; but in Case of any Suspicion they are weighed. At *Barcelona*, their Copper Money is again different, and 14 Rials Ardites are there reckoned to the Dollar; so that I cannot help taking Notice of the Errors all Authors that I have seen run into, by making the Coins and the Entries in Accounts the same all over *Spain*; and where any one has varied under a pretended Correction of his Predecessors, he has done it, in so erroneous a Manner, as to leave the Account worse than he found it. At *Cadiz*, Accounts are kept in Rials of Plate, and its Fractions; in *Castile* in Maravedies, in *Valencia* in Livres or Dollars, Sueldos or Dineros, of which latter 12 make a Sueldo, an imaginary Specie, and 20 Sueldos, a Livre or Dollar. In *Catalonia* in the Species above-mentioned of Ardites; and so in several other Parts of the Kingdom, which I thought proper to mention, as necessary to rectify the Mistakes made in this Matter.

This Kingdom exchanges with *London*, a Dollar or Piece of Eight for an uncertain Number of Pence. With *Brabant, Flanders, Holland, Zealand, and Hamburg*, its Ducat of 357 Maravedies, for a Number of Groots; with *France* for so many Maravedies against the *French* Crown, or the Pistole for so many Livres, &c; with *Portugal*, the Ducats for Crusades, or a Pistole for the Number of Reas; with *Novi*, an uncertain Number of Maravedies for the Crown Mark; with *Venice* the same, for a Ducat Banco; with *Florence* Ditto for the Ducat of  $7\frac{1}{2}$  Livres; with *Leghorn* the same for the Dollar; with *Milan* the same for the Ducat of 115 Soldi; with *Naples* the same for the Ducat of 10 Carlins; and Ditto with *Palermo* and *Messina* for the Florin of 6 Tarins.

In *Portugal*, the current Coins are many, viz.

In Gold:

The Piece of 25 Mil, 600 Reas, worth in Sterling Money  
The Piece of 24 Mil, or 5 Moïdres

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## GENERAL COMMERCE OF THE WORLD.

The Piece of 12 Mil, 800 Reas	—	—	£. 3 12 0
The Piece of 12 Mil Reas, or 2½ Moidores	—	—	3 7 6
The Piece of 6 Mil, 400 Reas	—	—	1 16 0
The Piece of 4 Mil, 800 Reas, or a Moidore	—	—	1 7 0
The Piece of 3 Mil, 200 Reas	—	—	0 18 0
The Piece of 2 Mil, 400 Reas, or the ½ Moidore	—	—	0 13 6
The Piece of 1 Mil, 600 Reas	—	—	0 9 0
The Piece of 1 Mil, 200 Reas, or the ¼ Moidore	—	—	0 6 9
The Pieces of 8 Testoons, or 800 Reas	—	—	0 4 6

The Silver Coins are,

The Crown, or Cruzade Piece of 400 Reas	—	—	0 2 3
The ⅞ of a Moidore, being 480 Reas	—	—	0 2 8½
The 12 Vinten Piece, or 240 Reas	—	—	0 1 4½
The 5 Vinten Piece, or 100 Reas	—	—	0 0 6½
The 2 ½ Vinten Piece, or 50 Reas	—	—	0 0 3½

In Copper:

The Vinten, or 20 Reas	—	—	0 0 1½
The ½ Vinten, or 10 Reas	—	—	0 0 0½
The ¼ Vinten, or 5 Reas	—	—	0 0 0¼

Besides which, there are some few Copper Coins of less Value, current in that Kingdom.

Accounts are kept there in Reas, making a Separation at every hundred Thousand, &c. and it exchanges with *London* 1000 Reas, or a Mil Rea, for an uncertain Number of Pence; with *Hamburg*, *Holland*, and all the *United Provinces*, a Crusado for some Pence *Flemish*; with *Spain* an uncertain Number of Reas for the Ducat or Dollar; with *France* the same for a *French* Crown; with *Florence* Ditto for that Crown of 7½ Livres; with *Genoa*, the same for a Scudi; with *Leghorn*, the same for a Dollar of 6 Livres.

At *Genoa* and *Novi*, many Species of foreign Coins are current, but their own are the Dollar, of 5 Livres, the common Dollar or Ducat of 4 Livres; 12 Denaris make 1 Soldi; 4 Soldis a Chavelet; and 5 Chavelets, or 20 Soldi, a Livre.

Accounts are kept in these Cities in Livres, Soldi, and Denari, or in Dollars of 100 Soldis exchanging on *London* the Dollar of 5 Livres for a certain Number of Pence; on *Amsterdam*, and *Antwerp*, ditto for a Number of Groots; on *Spain* the same for so many Maravedies; on *Portugal* the same for Reas; on *Geneva* the same for a Crown with a *Premium*; on *Venice* the imaginary Crown of 90 Soldi, for an uncertain Number of *Venetian* Soldi; on *Milan* ditto for a Number of Sols of the Empire; on *Rome* an uncertain Number of Soldi for that Crown; on *Paris* the Dollar for an uncertain Number of Sols; on *Leghorn* an uncertain Number of Soldi, for the Dollar of six Livres; on *Naples* the same for the Dollar of nine Carlins.

At *Milan*, many Sorts of money are current as at *Genoa*, but their own Species are Livres, Soldis, and Denari, to be counted like Pounds, Shillings, and Pence, viz. 12 Denaris make a Soldi, &c. and Accounts are kept here in those Species. This is a considerable Place of Exchange; and gives to *London* a Ducat for an uncertain Number of Pence; to *Spain* Ditto for a Number of Maravedies; to *Venice* the same, for a Number of Soldi; to *France*, an uncertain Number of Soldi for a Crown *Tournois*; to *Florence* ditto, for that Crown of 7½ Livres; to *Genoa* the same, for the Dollar of five Livres; to *Novi*, the same for a Crown Mark; to *Rome* 100 Crowns for an uncertain Number of stamped Crowns. Besides which it exchanges with many other Places.

At *Rome*, the Crown is worth 10 Julios, and the Julio 10 Bajoches. The Reas is also divided into 20 Soldi d'Or, and the Soldi d'Or into 12 Denari.

Accounts are kept here in Crowns, Julios, and Bajoches, or Grains and Quartrins; and it exchanges with *London*, a stamped Crown for an uncertain Number of Pence; with *Genoa*, the same for some Soldi; with *Bergam* and *Bologne*, Ditto for Ditto; with *Ancona* 100 Ditto, for a Number of their Crowns; with *Spain* one Ditto, for an uncertain Number of Maravedies; with *Blazano* the same for some Creutzers; with *France* an uncertain Number for 100 *French* Crowns; with *Venice*, the same for 100 Ducats Banco; with *Leghorn*, the same for 100 Dollars; with

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with *Novi* ditto for 100 Crowns: with *Lucca* 100 ditto for an uncertain Number of those Crowns of seven Livres.

At *Leghorn* the Dollar is worth six Livres, or 20 Soldi, and the Soldi 12 Denari, and the Ducat is worth 7 Livres.

At this Place Accounts are kept generally in Dollars, Soldi, and Denari; and the Exchanges are made on *London* by giving a Dollar of 6 Livres for an uncertain Number of Pence; on *Holland* the same for a Number of Groots; on *France* the same for a Number of Sols; on *Portugal* the like, for a Number of Reas; on *Florence* the same for some Soldi; on *Genoa*, ditto for ditto; on *Venice*, an uncertain Number of Dollars, for 100 Ducats Banco; on *Naples*, 100 Dollars for a Number of Ducats of 5 Tarins; on *Novi* ditto, for the like Number of Crowns, with a Premium; on *Rome* ditto, for an uncertain Number of Crowns; on *Geneva* ditto for ditto; and besides, it exchanges with many other Places, in the same Manner as its Capital *Florence* does.

At *Florence*, 5 Quartrins make a Craca or Grain, 8 Grains a Julio or Paulo, 12 Grains a Livre, and 7½ Livres, or 150 Soldi, a Crown.

They here keep their Books and Accounts in Crowns, Soldi, and Denari; Picoli, or Current; and exchange the Crown of 7½ Livres with *London*, for an uncertain Number of Pence; with *Spain* the same for Maravedies; with *Portugal* ditto for Reas; with *Milan* ditto for Soldi; with *France* an uncertain Number of ditto for 100 Crowns *Tournois*; with *Novi* ditto for 100 Crowns of that Place; with *Venice* ditto for 100 Ducats Banco; with *Naples* 100 ditto for an uncertain Number of Ducats; with *Leghorn* an uncertain Number of Soldis, for the Dollar of 6 Livres; with *Lucca* 100 Crowns for an uncertain Number of Crowns of 7½ Livres; with *Rome* ditto for an uncertain Number of Roman Crowns; with *Amsterdam*, *Antwerp*, and *Genoa*, the same as from *Leghorn* to those Places.

At *Lucca* the Crown is worth 7 Livres 10 Soldi, the Livre 20 Soldi, and the Soldi 12 Denari, all d'Or, and they keep their Accounts therein.

At *Naples*, several Coins are current, but their own is the Ducat, which makes 10 Carlins; a Tarin 2 Carlins; a Carlin 10 Grains; a Grain 3 Quartrini; a Carlin is worth about 5d. Sterling.

Accounts are kept here in Ducats, Tarins, and Grains; and Exchanges made with *Spain*, by giving a Ducat of 10 Carlins for an uncertain Number of Maravedies; with *Genoa* the Dollar of 9 Carlins for some Soldi; with *Palermo* the Ducat of 10 Carlins for a Number of Ponti; with *Leghorn*, *Florence*, *Venice*, *Rome*, and *France*, for 100 Dollars, Crowns, Ducats, stamped Crowns, and Crowns *Tournois*, 100 *Neapolitan* Ducats with a Premium.

In *Sicily*, the Coins are like the preceding; 8 Pichili make a Ponti, 6 Pichili a Grain, 10 Grains a Carlin; a Tarin is 2 Carlins, 12 Carlins is a Florin, 13 Tarins a Ducat, and 12 Tarins a Current Crown, which is about 5s. Sterling.

Accounts are kept in this Island as at *Naples*; and it exchanges with *Spain* the Florin for an uncertain Number of Maravedies; with *Florence* an uncertain Number of Carlins for the Crown of 7½ Livres; with *Novi* the same for the Crown; and with *Naples* an uncertain Number of Ponti, for the Ducat of 5 Tarins.

At *Venice* both the current and Bank Ducat make 24 Soldi, or six Livres and 4 Soldi. The *Venetian* Pistole 29 Livres; the Chequin 17 Livres; the Testoon two Livres 14 Soldi; ½ Ditto or a Julio, 18 Soldi; a Soldi 12 Denari; a Livre Picoli is 20 Soldi, and about 9d. Sterling. Accounts are kept here in Livres, Soldi and Denari, Picoli or current; but the Bank Entries are in Livres, Soldi, and Grosses. It deals very considerably in Exchanges, and gives to *London* a Ducat of 24 Grains Banco, for an uncertain Number of Pence Sterling; to *France* an uncertain Number of Ducats, for 100 Crowns *Tournois*; to *Spain*, one Ducat for a Number of Maravedies; to *Holland*, *Brabant*, and *Hamburg*, a Ducat for a Number of Groots; to *Novi*, an uncertain Number of Ducats for 100 current Crowns; to *Naples*, 100 Ditto for an uncertain Number of Ducats, of 10 Carlins; to *Leghorn*, 100 Ditto for a Number of Dollars of 6 Livres; to *Lucca* 100 Ditto for an uncertain Number of Crowns of 7½ Livres; to *Rome* the same, for an uncertain Number of Crowns; to *Genoa*, an uncertain Number of Soldi Banco for the Crown of four Livres; to *Milan* the same, for a Crown of five Livres 15 Soldi;

to *Frankfort*, *Nuremburg*, and *St. Gal*, 100 Ducats, for an uncertain Number of Guilders of 60 Creutzers.

At *Bologna* Accounts are kept in Livres, Soldi, and Denari, the Livre being 20 Soldi, and the Soldi 12 Denari. The Money is a Crown worth four Livres five Soldi, or 85 Boulonins. Here is likewise a Testoon valued at one Livre 10 Soldi; a Jules at 20 Quartrins, and the Soldi Bayock, or Boulonin, at six Quartrins. Many Coins of the Empire, *France*, and *Spain*, pass current here, and it exchanges with *France* an uncertain Number of Soldi for one Crown *Tournois*; with *Naples* the same, for the Ducat of 10 Carlins; with *Venice*, the Crown or Dollar of 85 Soldi, for an uncertain Number of Soldi; with *Rome* an uncertain Number of Soldi, for the Crown of 10 Julios; with *Lucca* the same for the Crown of 7½ Livres; with *Florence* ditto for the Ducat of seven Livres.

At *Bergam* many foreign Coins are current, and their Accounts are kept in Livres, Soldi, and Denari, of which 20 Soldi make a Livre, and 12 Denari one Soldi. The Ducat or Crown of Exchange is reckoned at 7 Livres, and of these it gives to *Novi* an uncertain Number for 100 Crowns of that Money; to *Milan* the same for the Ducat of 5 Livres and 15 Soldi; to *Lyon* ditto for a Crown *Tournois*; to *Rome* ditto for a stamped Crown; and to *Venice* a Crown for an uncertain Number of Soldi.

At *Parma* Accounts are kept in Crowns of 20 Soldi, and one Soldi is 20 Denari. The Merchants' Crown is reckoned 4 Livres, with an unsettled Premium.

At *Modena* Accounts are kept in Lires, Soldi, and Denari; they have also a Ducat of 5 Livres, with many other foreign Coins current here.

*Mantua* has the same Species and the same Way of Reckoning as the last mentioned Place.

And at *Ferrara* and *Ancona* Accounts are kept, and the Species the same as at *Rome*.

In the Island of *Sardinia*, Accounts are kept, as in most Parts of *Italy*, in Livres, Soldi, and Denari; the Dollar or Piece is worth 9½ Rials, and the Rial 15 Soldi, *Sardinian* Money, and the Livre 20 Soldi; so that the Dollar is valued at 6 Livres, 18 Soldi, or 138 Soldi, that Island's Currency.

At *Placentia* Accounts are kept in Crowns, Soldi, and Denari of *Maak*, of which 12 Denari make a Soldi, and 20 Soldi the Crown. This Place always gives in Exchange an entire Sum, viz. a whole Crown, or 100 Crowns, &c.

In the Island of *Malta* Accounts are kept, and Money is the same with that of *Sicily*, being Silver, Copper, or Brass, of which the latter are the current Species; and in Negotiations of Purchases, or Sales, it is always stipulated whether Payment shall be made in Silver or Brass Money, the former being esteemed 50 per Cent. better than the other. Six Picchili make a Grain, 10 Grains a Carlin, two Carlins a Tarin, and the Deci Tarini 10 Tarins, besides which many foreign Coins are current on the Island.

In *Savoy* and *Piedmont*, the Species are Madonines or Pistoles of *Savoy*, worth 13 Livres; Ducatoons worth 7 Florins, or 84 Soldi; the *Savoy* Crown, worth 3 Livres, 12 Soldi; the Livre worth 20 Soldi; and the Soldi worth 4 Quartrins or Liards. Accounts are kept here in Livres or Lires, Soldi, and Quartrins; their Exchanges are in Ducatoons.

In the Island of *Candia*, the same Coins are in Use, and the same Method of Accounts practised as at *Venice*. In their Measuring two Picos are used, the one for Silk, and the other for Woollens; 100 of the former making about 61½ Yards *English*, and 100 of the others four Yards more. The Weights of this Isle are also two; the Suttle and great Weight; 100lb. of which latter very nearly correspond with 118lb. Avoirdupois; and the 100 Suttle make about 76lb. Ditto.

In the *Mores*, Accounts are kept as in *Venice*, or *Turkey*, according to which of these Powers the Place is subject, though they generally reckon in their Dealings by the Dollar of 80 Aspers. In computing their Weights, they reckon 11½ Drams to an Ounce, 12 Ounces to the Pound, 3lb. to the Oque, 132lb. to a Quintal, of about 117½lb. *English*, though in weighing Raw Silk, they count 15 Ounces to the Pound. Oil is sold here by a Measure called the Lever, weighing about 7½lb. of which 10 make near 15 *English* Gallons, or 112½lb.

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Corn is sold here by the Bochel, of which 9 $\frac{1}{2}$  make 8 Bushels *Winchester* Measure, and their Wine is sold by the Loder, containing about 8 Gallons *English*; which Weights and Measures I mention here, as they were omitted in their proper Place.

At *Constantinople*, the current Coins are golden Sequins, worth 243 Aspers. The Piece reckoned at 120 Aspers. The Paras or Medins worth 3 Aspers, and the Asper worth a Trifle more than a Farthing Sterling. Many foreign Coins pass here, such as *Spanish* Dollars, if weighty, at 108 to 110 Aspers, and in *Porto* for what they are light; Caragrouchs, Money of the Empire, for 120 Aspers, the Asselanis, Abouquels, and Lion Dollars of *Innsbruck* and *Holland* worth 116 Aspers; the *Polish* Abras, the Turks, Izelotes, *Venetian* and *Hungarian* Zekins, &c.

At *Smyrna* they use for current Money the Asselanis, and Abouquels, worth 80 Aspers, the Scherifs of this Place being Pieces of Gold worth 2 $\frac{1}{2}$  Dollars.

At *Alexandretta*, or *Scanderoon*, as well as at *Aleppo* and *Seyda* the current Coins are the Dollar worth 80 Aspers, and under these Denominations all Accounts are kept in these Parts.

At *Alexandria*, *Rosetta*, and *Grand Cairo*, the current Dollar is worth 33 Medini, and the Abouquel, or Lion Dollar, 30 Ditto; the Asselani worth 32 Medini, and the *Spanish* Dollar about 70. The Gold Coins are the Sultani, Xeriff, and Cheekens, being each worth about 9s. 4d. 5d. or 6d. Sterling.

The Places mentioned in the three last Articles should not have been inserted here had their Connexion being less with *Constantinople* than it is, as their Situation is not in *Europe*, to which Part of the World I proposed to confine the present Section of Measures, Weights, and Coins, which I have now finished with all the Accuracy I have been able; and though the greatest Part of the preceding Tables and Computations are collected from several Authors, and their Errors, which were many, corrected, wherever I perceived them: yet I have not stopped here, but also very considerably enlarged them, by the Addition of many principal trading Places, that had been omitted by the Composers of the aforesaid Calculations, who have generally copied from one another, and thereby propagated the Mistakes and Oversight of the first Inventors, which are here, at least in some Measure, rectified and improved.

I shall next endeavour to give the best Account I can of the Weights, Measures, and Coins of the other trading Parts of the World, with which I shall conclude the Work.

At *Cassia* in the Black Sea, many foreign Coins are current, but those in most Esteem are the weighty *Mexican* and *Sevilan* Dollars, which are always worth here 10 per Cent. more than the Asselani, being continually bought up by the *Armenians*, and sent to *Persia*. The Asselani passes from 90 to 100 Aspers; the *Venetian* Zekin for 2 $\frac{1}{2}$  Asselanis, as at *Constantinople*; the Abros passes for  $\frac{2}{3}$  of an Asselani; the Izelot for  $\frac{1}{4}$  of Ditto, and the Turk for  $\frac{1}{5}$ . The Ocque or Ok of *Cassia* is the same with that at *Constantinople*: And they have two Sorts of Long Measures, the one for Woollens and Silks, and the other for Linens, Cottons, &c. both are called Pies, but the first for Distinction Pic-arsen; the Linen Pic is 30 per Cent. bigger than that of *Constantinople*.

At *Killy*, or *Killia*, the Money consists in Asselanis, worth sometimes 115 or 116 Aspers, as at *Constantinople*, their Price being generally governed by that of the last City: The Izelot is received here for  $\frac{1}{4}$  of the Dollar. The *Sevilan* and the Caragrousch have here the same Currency as at *Constantinople*, and other Species at a proportionable Value.

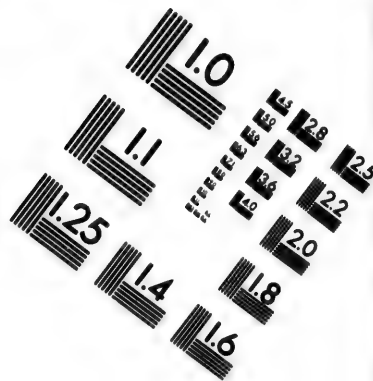
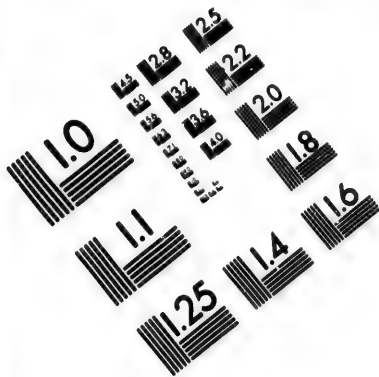
At *Prevat*, all Trade is carried on in Asselanis, Abras, Turks, Izelots, *Venetian* and *Hungarian* Zekins, Cheriffs, Aspers and Paras; these Species being commonly 15 per Cent. higher than at *Constantinople*, as they are at *Synope*, *Nicopolis*, and *Castamboli*.

At *La Mafre* the current Coins are only the Asselanis, Quarts, Turks, Izelotes, and Aspers, the *Sevilan* and Caragrousch Dollars not being so much as known here.

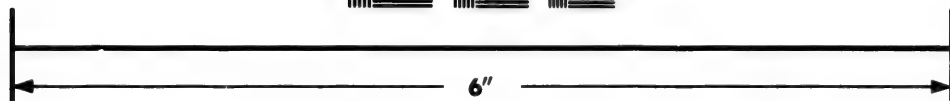
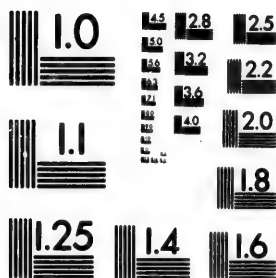
At *Salonica*, in the *Archipelago*, the *Sevilan* is worth 212 Aspers, and the Sequin Roufpi 412. The Measure called the Guilot makes near half a *Legborn* Sack, as the Ocque does 3 $\frac{1}{2}$  lb. of that City, and the Pic is near a *Dutch* Ell.







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In *Barbary* the greatest Part of the Money used is foreign: Here are, however, some Coins struck by the Kings or Deys in their different Territories, though the general Currency in these Parts are, *Spanish* Dollars, *French* Crowns, *Hungarian* Ducats, and the *Turkish* Golden Sultanins.

The Metecals are a Sort of Gold Ducats made at *Morocco* by the Jews at their Pleasure, so that their Standard is very uncertain; the *Blanquiles* are small Silver Pieces worth  $2\frac{1}{2}$  *French* Sols, and the *Felours* are Copper, of which 8 go to a *Blanquile*. Dollars, Halves, and Quarters are almost the only foreign Coin current in *Morocco*, where the *English*, *French*, and *Dutch* Gold and Silver, or the *Spanish* Pistoles are not received.

There is also coined at *Tunis* some Species of Gold and Silver. The Sultanins are of the former Metal, but heavier by  $\frac{1}{4}$  than those of *Europe*. The *Navaro* are of Silver, cut nicely square; the *Doublas* and *Burb* as coined here are the same in Value with those of *Algier*.

The long Measure of *Mequinez* is the *Palme*, which is 8 *French* Inches, or  $\frac{3}{4}$  of the *Paris* Foot: And the long Measure of *Santa Cruz* in the Kingdom of *Morocco*, is called a *Coude*, of which 100 *Paris*-Ells make 225; the 100 *Aunes* of *Holland* 133; 100 *English* Yards about 175; and a *Cane* of *Provence*  $3\frac{1}{4}$  *Coudes*. The real Coins are the *Flux*, *Blanquille*, and golden *Ducat*; the *Flux* is of Copper, and 16 go to the *Blanquille*, of which 4 make an Ounce, and 10 Ounces, or 40 *Blanquilles* make a Silver *Ducat*; the Golden one has no fixed Course, but the Price of it varies according to its Scarceness or Plenty, from  $12\frac{1}{2}$  to 15 Ounces. A weighty *Dollar* yields a Trifle more than  $7\frac{1}{2}$  Ounces, given into the Mint for making *Blanquilles*; their Weights are 5 per Cent. heavier than the *Mark* Weights, and it has been found by Experience, that 100 *Marfeilles* Pounds, produce at *Santa Cruz* 97lb. and 100 of *Santa Cruz* yield 125 or 126 at *Marfeilles*.

At *Algier* the current Money made there, is golden *Sultanines* and *Aspers*; *Burbas*, of which 6 go to an *Asper*. The *Doubla* is Silver, and worth a Trifle more than the *French* Crown; the *Rubick*, *Median*, and *Zian*, are all Gold Coins; the first worth 35, and the last 100 *Aspers*; but these three Species are particularly struck at *Tremecen*. The foreign Coin that pass here, are the *Sultanines* of *Morocco*, the *Portugal* Golden Pieces, the *Venetian* Sequins, the *Spanish* Pistoles and Dollars of all Weights. The Value of these Species is not here fixed, but varies, though not much, according as it suits the Government; not but the *Patique Chique*, small *Dollar*, or the *Asper* *Dollar*, which is an imaginary Coin, is fixed and always worth 232 *Aspers*; the  $\frac{1}{4}$  of a current *Dollar*, commonly called the great *Patique*, which ordinarily weighs  $2\frac{1}{2}$  Pistoles, but is sometimes altered by the *Dey*. In 1725, the *Sultanin* of *Algier* and that of *Morocco*, were worth 2 current Dollars and 4 Rials; the *Venetian* Sequin, 2 Dollars 6 Rials; the *Crusade* of *Portugal* 7 Dollars; the *Spanish* Pistole four Dollars and 4 Rials; the *Sevil* and *Mexican* weighty Dollars 20 to the Pound, 3 small *Patiques* and 7 *Temins*; the weighty *Legborn* *Dollar*, 3 current Dollars, and 6 Rials; ditto of *Tunis* 3 Dollars, and 4 Rials; the great *Pataque* or current *Dollar* of *Algier*, 3 small *Pataques*, or 696 *Aspers*; the *Temin* is a small *Rial*, or  $\frac{1}{4}$  Part of the little *Pataque*, that is 29 *Aspers*; the *Caroube* is half a *Temin* or  $14\frac{1}{2}$  *Aspers*.

The common *Algier* Quintal is 133lb. of *Marfeilles*, or 106lb. de *Marc*; the Pound is generally composed of 16 Ounces, except in weighing Chocolate, Tea, and similar Commodities, when it is only 14 Ounces; the Pound of Dates, Raisins, &c. is 27 Ounces.

The Measure for Woollens and Linens is the *Turkey* Pic, of which 2 make 1 Aune and 2 Inches *Paris* Measure; but Gold and Silver Stuffs and Silks are sold by the *Moresco* Pic, three of which only make  $2\frac{1}{2}$  of that of *Turkey*.

Though a considerable Trade is carried on to the prodigious extensive Coasts of *Africk*, and though these are peopled by numerous different Nations, yet Coins are unknown among them, and all their commercial Transactions are carried on by Way of Barter, they having no other Money in Use, than some Shells for the Purchase of small Matters, in most Places; and in *Abyssinia*, or the Empire of *Prester John*, some Bits of Rock Salt only; so that this great Part of the World affords

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affords me nothing to remark on the Subject I am at present engaged in, till we come to the Isle of *Madagascar*; where, though Money is useless, yet they have some Weights, though only for Gold and Silver, and the biggest of these not exceeding a *Dragme*, or the *Gros*, they have no Notion of Ounces or Pounds, nor Terms in which to express them. The *Gros* is here called *Sompi*; the *Demi-gros*, *Vari*; the Scruple or Pennyweight *Sacare*; the *Demi Scruple* or *Obuley Nanqui*, the six Grains *Nanque*; the Grain unnamed among them. And all other Merchandize are exchanged according to their Value, and not Weight. They have likewise here long Measures, and those of Continenence, the latter like Bushels are called *Troubabouache*, or *Moncha*, that hold six Pounds of husked Rice. The *Voule*, not containing above half a Pound, and the *Zatou*, with which unhusked Rice is measured, and contains 100 *Voules*, being near 25 Pounds; they have but one long Measure called *Refe*, which is very near an *European* *Brasse*, and they are not unacquainted with the *Span*, but open their Hand to describe it.

I should here have proceeded to describe the Weights, Measures, and Coins of *Asia*, &c. as they are in Use at every Place, but as this would occasion Repetitions, I shall give them alphabetically to avoid swelling this Article unnecessarily.

*Abagi* or *Abassia* is a *Persian* Silver Coin, worth 2 *Mamoudis* or 4 *Chayes*; the *Chaye* reckoned to be equal in Value to a Trifle more than 4 *Sols*, 6 *Deniers* of *France*, so that the *Abagi* is 18 *Sols*. This Specie is current through all *Persia*; and at *Teflis* and in all *Georgia*, it is worth 22 *Sols* *Tournois*; 4 *Chaouris*, or *Sains*, make here an *Abagi*; 1 *Usaltou*, a half *Abagi* or 2 *Chaouris*; 40 *Aspers* or *Carbequis* make also an *Abagi*, and the *Venetian* *Sequin* is worth six *Abagis* and three *Chaouris*.

*Abas*, a *Persian* Weight for Pearls, being  $\frac{1}{2}$  lighter than the *European* *Carat*.

*Abucco*, *Abocco*, or *Acocchi*, a Weight used in the Kingdom of *Pegu*, consisting of 12  $\frac{1}{2}$  *Teccalis*; 2 *Abuccos* make the *Agito* or *Gizo*; 2 *Gizos* make 1 *Demi-Biza*, and the *Biza* weighs 100 *Teccalis*, about 2lb. 5 Ounces of the heavy, and 3lb. 9 Ounces of the light Weight of *Venice*.

*Acre*, or *Lacre*, an *India* Money.

*Almene* an *Indian* Weight of about 2lb. serving to weigh *Saffron* in many Parts on that Coast.

*Arab*, an imaginary Money in the States of the *Grand Mogul*, particularly at *Amadabath*, of which 4 make 1 *Crou*; a *Crou* worth 100 *Lacks* or *Laques*; and the *Lac* 100,000 *Roupies*, or *Ruppes*.

*Baat*, in *Siamese*, and *Tical* in *Chinese*, is both a Weight and Coin current in the two Empires; the Weight is 4 *Mayons*, in *Siamese* Seling, the *Mayon* 2 *Fouangs*, the *Fouang* 4 *Payes*, and the *Paye* 2 *Clams*; here are also *Sompayes*, in Value  $\frac{1}{4}$  of a *Fouang*. All these Weights are also Coins, or at least Bits of Silver that pass in Lieu of them, as well in *China* as *Siam*. The *Tical* weighs 3 *Gros* and 23 Grains, which, reckoning the Ounce of Silver at 3  $\frac{1}{2}$  *Livres* *Tournois*, is 32 *Sols* and 4 *Deniers* that Money, as it weighs near  $\frac{1}{4}$  an Ounce.

*Babar*, *Babaire*, or *Barre*, is a Weight used at *Ternate*, *Malacca*, *Achem*, and several other Places in the *East-Indies*. There are two sorts of them, the one called the great *Babar*, and the other the little one. By the first *Pepper* and all other Spice is weighed; it is composed of 200 *Catis*; the *Catis* of 26 *Taels*, or 38  $\frac{1}{2}$  Ounces *Portuguese*, each *Tael* being reckoned 1  $\frac{1}{2}$  Ounce that Weight; so that the *Babar* is 550lb. of *Portugal*, or 481lb. 4 Ounces of *Paris*, *Straßbourg*, *Amsterdam*, &c. The small *Babar*, by which is weighed *Quicksilver*, *Vermillion*, *Silk*, &c. also consists of 200 *Catis*, but each *Catis* is only 22 *Taels*, or 32  $\frac{1}{2}$  Ounces *Portuguese*; so that this *Babar* only makes 458lb. 13 Ounces of *Portugal*, and these near 401lb. 7 Ounces of *Paris*.

The *Bahir* of *China* is 300 *Catis*, but these only make 200 of *Malacca*, each *Chinese* *Catis* containing no more than 16 *Taels*, one of which weighs 1  $\frac{1}{2}$  Pieces  $\frac{1}{4}$  and consists of 10 *Malmace* or *Mases*, and each *Mas* 10 *Condorins*. The *Bahir* of *Mocha* in *Arabia*, weighs 420lb. containing 15 *Traffels*, the *Traffel* 10 *Mauns*, the *Maun* 40 *Tuckea*, and the *Tuckea* 10 *Coffia*.

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*Baruth*, an *Indian* Measure containing 17 Gantans, that is 50 to 50lb. of Pepper, *Paris* Weight, of 16 Ounces to the Pound, so that the Gantan ought to hold near 3lb.

*Basaruco*, a small *Indian* Coin of two Sorts, the one termed good and the other bad, which latter are  $\frac{1}{2}$  less than the other; 3 good *Basarucos* make two *Portuguese* Reas, 15 a *Vintain*, and 375 a *Pardao-xerafin*.

*Batman*, a *Persian* Weight, of which there are two Sorts, the one called *Batman de Cahi*, being the King's Weight, and the other the *Batman de Tauris*, from the Name of a principal City in *Persia*; that of *Cahi* serves to weigh as well the Necessaries of Life, as the Loads of the Beasts of Burden. It weights 12  $\frac{1}{2}$ lb. of *Paris*, of 16 Ounces. That of *Tauris* only used in Affairs of Trade weighs 6  $\frac{1}{2}$ lb. or half of the other, though by some it is supposed only to weigh 5lb. and 14 Ounces, at which Computation it consists of 6 Rattles, each a Trifle less than a *Parisian* Pound; the *Derhem* or *Dragma*, which is the fifth Part of a Pound, the *Mescal*  $\frac{1}{2}$  of a *Derhem*; the Dung of the 6th Part of a *Mescal*, and is equal to 6 Grains, *Carat* Weight; and the *Barley* Corn, which is  $\frac{1}{4}$  of the Dung; besides which Divisions the *Persians* have that of the *Vakie*, about a *French* Ounce, and the *Sahcheray*, consisting of 1170 *Derhem*.

*Beforcb*, a current Coin of *Ormus*, very rare in Value with the *Liards* of *France*, 10 of them make 1 *Pais*; 4 *Pais* 1 *Soudis*; 10 *Pais* 1 *Chay*, with four *Dutch* Stivers; 20 *Pais* 1 *Mamoudi*; 2 *Mamoudis* 1 *Abbaffi*; 25 *Pays* 1 *Larin*; 5 *Larins* the *Real* or *Rixdollar*; and 100 *Mamoudis* 1 *Toman*. They reckon in *Ormus* by *Tomans*, the same as in *Holland* by *Livres* de *Gros*.

*Bitt*, both a Weight and Measure used on the Coast of *Coromandel* in the *East-Indies*. It is the  $\frac{1}{4}$  of the *Maun* containing 5 *Ceers*, and 1 *Ceer*, 24 *Tol*. See *Maun*.

*Bifa*, *Biza*, or *Bize*, is a Money of *Pegu*, with the same Currency as a half *Ducat*. *Biza* or *Piza* is also a Weight in the same Kingdom for weighing of Merchandize; it is about 2lb. 5 oz. heavy weight of *Venice*, or 3lb. 9 oz. the futtle or light Weight of that City; it likewise weighs 100 *Tecalis*; besides this the smallest Weights are the *Abucco*, weighing 12  $\frac{1}{2}$  *Tecalis*; the *Agito*, weighing 2 *Abocchis*, and 2 *Agiti* the *Demi-Biza*, that is 50 *Tecalis*.

*Bifti*, a small *Persian* Money, which some good Authors place among the current Silver Coins of *Persia*, and make it worth 1 *Sol*, 4 or 6 *Deniers* *Tournois*; but others probably more credible, and among them *Sir John Chardin*, only reckon the *Bifti* as an imaginary Coin; it is true, they call it *Dinar-Bifti*, which they make to be worth 10 single *Dinars*; so that on this Footing, of 10,000 single *Dinars* that go to a *Toman*, another imaginary Specie, there must be only 1000 of those called *Bifti*.

*Cabeer*, a Money used for Accounts at *Mocha*, of which 80 are reckoned to a *French* Crown.

*Canan*, a liquid Measure of the Kingdom of *Siam*, which the *Portuguese* call *Choup*; it contains near a Pot, or near 2 Pints of *Paris*  $\frac{1}{2}$  of the *Canan* is called *Leing*, the same as the *French* *Chopine*.

*Candul*, or *Bandile*, a Measure of Continnence used in *India*, at *Cumbaya* and *Bengal*, for Rice and other Grain; it contains 14 *Boisseaux*, and weighs near 500lb. and the Gauge of Ships is reckoned here by the *Candul*, as it is by the *Ton* in *Europe*; so that when it is said, a Vessel is 400 *Canduls* Burden, it is to be understood she can carry 200,000lb. or 100 Tons.

It is also a Weight used in *China* and at *Galangu*, of which there are 2 Sorts; the smallest being 16 *Mauns*; the other, which is the heaviest, consists of 20 *Mauns*; the first makes 3 *Chintals* good Weight, and the last 3 *Chintals* and 3 *Rubis*; the *Rubis* making 32 *Rotolis*.

*Cando*, *Candi*, or *Condi*, a long Measure used in several Parts of *India*, and particularly at *Goa*, where it corresponds with 17 *Dutch* Aunes,  $\frac{2}{3}$  per Cent. bigger than the Aunes of *Babel* and *Bassora*; and 6  $\frac{1}{2}$  more than the *Varre*, or Aune of *Ormus*; Silks and Woollens are measured by the *Varre*, but Linens by the *Cando*; which Measure in the Kingdom of *Pegu* is equal to the Aune of *Venice*.

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*Cas, Caxa, Cayas, Cacbe, Casfe, and Casfe*, is a small Money of Lead, and the Scum of Copper mixed; its principal Currency is at *Bantam*, and the Rest of the Isle of *Java*, and in some neighbouring Islands; this Money made at *Chincheu*, a City in *China*, is a little thinner than a Double of *France*, and has a Hole bored in the Middle, by which many of them are strung together; this String, called a *Santa*, has 200 *Caxas*, which are worth 9 Deniers; 5 *Santas* tied in a Bundle, make 1000 *Caxas*, called a *Sapacou*, which make 3 *Dutch* Stivers and 9 Deniers. There is nothing more brittle than this Money, so that if it falls it certainly breaks in many Pieces; and if it lies but one Night in Salt Water, they stick so close together, that more than half is broke in their Separation; the *Malayans* call them *Cas*; but in the Language of *Java*, they are named *Pitis*. There are two Sorts of them, great and small; the latter are those I have been speaking of, whose Value is so small, that 300,000 of them are only worth about 56 Guilders, and 5 Stivers of *Holland*; the biggest are the old ones, of which 6000 are worth a Piece of Eight, and are very little different from the Cashes of *China*, and the Cassies of *Japan*.

*Casava, Gasava, or Gazana*, is an *East-India* Silver Coin, and one of the *Roupies* current in the Dominions of the *Grand Mogul*, especially at *Amdabath*.

*Casbeque, Kabesque, or Cabesque*, is a small Copper Coin, only made, and current in *Persia*; it is worth about 6 Deniers *Tournois*, and the *Demi-Casbeque* one half. *Pul*, is the common Name of all Copper Money in *Persia*.

*Cati, Catti, or Katti*, is a *Chinese* Weight, particularly in Use on the Side of *Canton*. It is divided into 16 Taels, each Tael making 1 Ounce, 2 Gros of *France*; so that the *Cati* is 1lb. 4 oz. Mark; 100 *Catis* make a Pic, which is a large *Chinese* Weight, like the 120lb. of *Paris, Amsterdam, Strasburgh, &c.* The *Cati* is also the only Weight at *Japan*; it is likewise used at *Batavia*, and other Parts of *India*, where it is lighter or heavier, according to the Number of Taels it consists of; for Example, at *Java* it is worth only 20 Taels, and at *Cambaya* 27.

*Cati* is also a small Weight which the Eastern Lapidaries use, for weighing Emeralds, being only 3 Grains. It is likewise an Account Money used in *Java*, and other neighbouring Islands, being near in Value to 19 *Dutch* Guilders, and 100,000 Caxes of *Java* go to the *Cati*.

*Cavan*, used in some of the *Philippine* Islands, and especially at *Manilla*, for measuring Rice, and other Corn and Pulse, containing 50 *Spanish* Pounds of the first.

*Chaye, Shair, or Cbay*, is the smallest Silver Coin that is made or current in *Persia*; some pretend that this is the Bisti, which according to their reckoning makes 1 Sol and 6 Deniers *Tournois*, although it seems certain, that the *L'ti* is not a real, but imaginary Specie. The *Chaye* is worth just 4 Sols, 7 Deniers, and 1 Maille of *France*.

*Cheda*; a Pewter Coin, made and current in the Kingdom of that Name, lying in the *East-Indies*, and in the Neighbourhood of the *Great Mogul's* Dominions. There are two Sorts of this Money; the one of an Octagon, and the other a round Figure; the first weighing 1½ Ounce, and passes in the Country for the Value of two Sols *Tournois*, although, on the Footing of 14 Sols per Pound of Pewter, it ought not to be worth more than 1 Sol and 3 Deniers.

The round *Cheda* worth 4 Deniers, has 80 *Cawries*, or *Maldivian* Shells given for it; both are received in the Kingdom of *Pera*, of which the King of *Cheda* is also Master.

*Cherapis, or Tela*, are Golden Medals stamped in *Persia*, erroneously supposed by some to be a current Coin, but the *Persians* make none of Gold; so that all the Money passing in that Empire of this Metal is foreign, and not coined there.

*Cheray, or Chaby*, a *Persian* Weight used in Trade; that is what is otherwise called the civil or common Weight, and is double that named the legal Weight.

*Cherif*, a small Gold Coin made current in *Egypt*, worth about 4s. Sterling.

*Clam*, a small Weight, and imaginary Coin of *Siam*.

*Cobite, Cobil, or Coude*, a long Measure used in several Parts of *India*, being unequal and varying as the Aune does in *Europe*. At *Surat*, *Monf. Tavernier* makes it 2 Feet and 16 Lines, King's Measure, and it is divided into 24 *Tafots*, each *Tafot* a Trifle more than an Inch.

*Cokein*, an imaginary Specie, used in *Japan*, in Accounts, like the Pistole in many Parts of *Europe*, being in Value about 10 *Livres Carolus* of the Low Countries.

*Coffila*, a Weight of *Mocha*.

*Cobi*, a large dry Measure used in the Kingdom of *Siam*, for Corn, &c. It contains 40 *Settes*, and the *Sette* 40 *Sats*; so that reckoning the *Sat* at a Trifle more than 3lb. *Marc*, and the *Sette* 100 *Catis*, or 125lb. that Weight, the *Cobi* must weigh exactly 5000lb.

*Coiang* both a Weight and Measure of *Cambaye* in the *East-Indies*, of which 5 make a *Last*.

*Commajje*, or *Connuasse*, a small Money current at *Mocha*, and the only one made there; it has no fixed Value, but is dependent on the Governor's Caprice for it; 60 *Commajjes* and 80 *Caveers*, or *Cabeers*, in which Accounts are kept, make a *French Crown*.

*Compan*, a Silver Money current in several Parts of *India*, particularly at *Patane*: It is worth about 9 *Sols*, *French Money*, though it rises and falls; and is near the same in Value and Alloy with the *Mainoudi* of *Cambaye*.

*Condorin*, a Sort of small Weight, which the *Chinese*, especially those of *Canton*, use for weighing the Silver received and paid in Trade; it is worth about 3 Farthings Sterling, 10 of them make 1 *Mace*, and 10 *Mace* 1 *Tale*, or *Tael*.

*Conduri* in *Malayan*, or *Laga* in the *Japan* Language, is a scarlet Bean with a black Spot on its side, which those two People use for weighing Gold and Silver.

*Conadis*, a small Coin used at *Goa*, and in all the Kingdom of *Cochin*.

*Cotta*, a Sort of a Measure used in the *Maldives*, for measuring of *Cauris*, or *Cowries*, a small Shell that serves as Money in some Parts of *Asia*, and the greatest Part of the Coast of *Africk*; it contains 12000 of those Shells.

*Couit*, called also *Guz*, a Sort of Aune used at *Mocha*, for measuring Linens and Silks, of about 24 Inches long.

*Coupant*, an oval Piece of Silver or Gold of *Japan* of various Sizes. The Biggest of the Gold ones weigh 1½ Ounce, which at 63 Shillings Sterling per Ounce come to 5*l.* 10*s.* 3*d.* others about ¾ as big both in Size and Weight, are worth 1*l.* 16*s.* 9*d.* The Silver weigh about 7½ Penny-weights, and all these Pieces are not properly Coin, but are taken by Weight as such.

*Coupan* is also a small Weight used in the Isle of *Borneo*, for weighing Diamonds, 10 of them making between 30 and 40 Carats.

*Couron*, more properly a Sum, than any particular Species of Money, being used at the Court of the *Grand Mogul* to express the great Sums in the Finances of that Sovereign, near the same as in *France*, and other *European* Courts, where these are reckoned by Millions. It has been falsely called by *Monf. Savari*, *Couroure*, *Courou*, and *Crou*, for its proper Expression is *Couron*, being in Accounts 10 Millions of *Rupess*, or 100 *Lakes*, or *Lacks*, the Lack making 100,000 *Rupess*; 100 *Courons* make one *Padan*, and 100 *Padans* one *Nil*, though these two last run up so high as to be almost out of Use.

There was never an Occasion to have the Value of *Courons* so well known or considered either in *Europe* or *Asia*, like the Occurrence at the Beginning of 1739, by the rapid and unheard-of Expedition of the famous *Thomas Koulikan*, *Schach-Nadir* of *Perfia*, against the City of *Dehly*, Capital of the Great *Mogul's* Dominions, of which an exact Relation arrived to us in 1740, by Way of *Constantinople*, and made the Booty taken there amount to 111 *Courons*, which, valuing the *Rupce* at 3 *French Livres*, or 30 *Dutch Stivers*, makes 3330 Millions of *Livres Tournais*, or 1665 Millions of *Guilders*; a Sum and Capture so immense, as to stand unexampled in History, and what makes it the more surprising is, that almost all these Riches were taken in the City of *Dehly* only. And the last would seem incredible, if it was not known, that the Silks, Cottons, and other Goods, the Manufactures and Growth of this vast Empire, attract and bring in here Plate from most Parts, both of *Asia* and *Europe*, by the many Ships that come yearly to purchase their Ladings with this Metal, *Indo-*

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*doffan* being an Abyss for it, where all that which *America* yields is sooner or later swallowed up by falling into the Hands either of the Prince or his *Rajas*, who never let the Value of a Shilling return. *Thomas Kouli-Kan* having restored the Empire he had conquered to the Mogul, imposed on him, by the Treaty, an annual Tribute of 3 Courons, or 30,000,000 of Rupees; which I suppose he has been able to shake off since the Troubles in *Perfia*. I hope this little History will not be disagreeable to my Reader, to whom I have been tempted to offer it, by the extraordinary and uncommon Circumstances of the Affair, and under the Supposition that so punctual a Detail of it may not have fallen into every one's Hand.

*Daeezajie*, a Silver Coin, current in *Perfia*, being worth 5 Maimoudis; and 2 of them make the *Hafser Denarie*.

*Dank* or *Danek*, a small Silver Coin current in *Perfia*, and some Places of *Arabia*; it weights  $\frac{1}{8}$  of a Dragine, and has its correspondent Value. *Dank* is also a small Weight used by the *Arabians*, for precious Stones, and Drugs employed in medicinal Compositions; it is  $\frac{1}{8}$  Part of the *Arabian* Dragme, or 8 *French* Grains.

*Derbem*, a small *Persian* Weight  $\frac{1}{8}$  of a Pound.

*Dinar*, a *Persian* Word, signifying sometimes all Sorts of Gold Coins, and at other Times a small imaginary Specie, worth 1 *Denier*.

*Dinar Cberay*, a *Persian* Weight of the Value of a Dollar, or Golden Ducat.

*Ding*, a general Name for all Weights at *Siam*, in particular; they have scarcely any others separate from their Coins, though this is only to be understood of the Silver ones, Gold having no Currency here as Money, but is bought and sold as a Merchandize, and is worth twelve times as much as Silver.

The Weights of *Siam*, that have the same Name with their Money, are the *Cali* or *Schang*, the *Mayon* or *Seling*, the *Fouian*, *Sompaye*, *Paye*, and the *Clam*.

*Doudou* is a Copper Money, current in some Parts of the East, particularly at *Suratte* and *Ponticberry*; it is worth a Trifle less than 2 *French* Liards, so that there go 14 to the Gold Fanon of those Places, or about 6 *Sols Tournois*; and 1 *Doudou* is worth 2 *Caches*.

*Dung*, a small *Persian* Weight,  $\frac{1}{8}$  of a *Mescal*, and of which about 3600 go to the small *Batman* of *Perfia*, called the *Batman* of *Tauris*, and near 7200 to the great, or King's *Batman*. Besides the *Dung*, here is the Grain of Barley, reckoned  $\frac{1}{4}$  of it, so that the *Batman* of *Tauris* consists of near 14,400 Grains of that Corn, and the King's *Batman* as many again. *Dung* is also a Silver Coin, made and current in *Perfia*, weighing 12 Grains.

*Fano*, a small Weight used at *Goa*, and some other Places in the *East-Indies*, for weighing Rubies, being 2 *Venetian* Carats.

*Fanon*, or *Fanos*, a Coin current on the Coast of *Malabar*, *Coromandel*, in the Isle of *Ceylon*, and several other Parts of *India*; there are of them both Gold and Silver; the former not the same in all Places, either in Goodness or Weight, which makes a great Difference in their Value: The heaviest are not worth above 5*d.* to 5½*d.* Sterling, and the lightest little more than 5 Farthings; they weigh seven Grains, but the Gold is of so base an Alloy, that 22 of them hardly make half a Crown; these are made at *Asem*; and those of *Pegu* are of the same Weight, but being of a better Standard, 15 are equal in Value to the aforesaid 22. There are likewise Golden Fanons at *Ponticberry*, worth about 3½*d.* They are made like the half of a *Pea*, and nothing bigger; 12 *Doudous* are given for this *Fanon*, and 2 *Caches* for the *Doudou*.

The Silver Fanos are not worth at most above 2*d.* Sterling, 20 of them going to the *Pardo*, a *Portuguese* Money made at *Goa*.

*Faratelle*, a Weight made Use of in some Parts of *India*, equal to 2lb. of *Lifbon*, of 14 oz. *Marc*, or 1½ of *Paris*.

*Fayalle*, an imaginary Coin, valued by some as the *Pistole* of *France*, viz. 10 *Livres*, and by others 12½ *Livres*; which Difference apparently proceeds from the first Valuation being made on the *French* *Livre* of 20 *Sous*, and the other on the *Livre* or *Guilder* of *Holland*, worth 25 *Sous*.

*Forle*, or *Fulle*, a Copper Coin, made and current in *Egypt*, it is also called *Bulbe* or *Bulba*, this Specie is about the Size of a *French* Double, though a little

thicker, and is worth a Liard, or 3 Deniers that Money: Eight Forles make a Meidin, and there are half Forles; the *Turks* call it Mangour.

*Fouang*, or *Foang*. Vide *Baat*.

*Fun*, called a Money by *Gemelli*, an *Italian*, the only one that speaks of it, though he leaves its Value and Metal unexplained. The Journal of the *Sieur Lange* to the Court of *China* in 1721, says, the *Chinese* Weights are divided into *Laen*, *Tzin*, and *Fun*, of which 10 *Tzins* make a *Laen*, and 10 *Funs* a *Tzin*. A *Laen* of *China* has something more in Silver than the *Russian* Rouble. 16 *Laens* make 1 *Gin*, which a little exceeds the *Dutch* Pound of 16 Ounces. 4 *Funs* make near 30 *Zischoffes*, or *Tizüns*, a small *Brass* Coin. One *Laen* of the finest Silver is, according to its just Value, worth 1000 *Zischoffes*. The Price of this Money is commonly so subject to vary, that it regularly rises and falls weekly; and from what is said above, we may reasonably conclude that the *Laen* is the same as is called by some the *Laem*, explained to be a Piece of Silver passing by Weight, and called by the *Portuguese* *Tael*.

*Gallo*, a Silver Money of the Kingdom of *Cambaya*, in the *East-Indies*, weighing 1 *Mace*, 5 *Condorins* *Chinese*. Its Standard was once 80 *Tocques*, but in the Year 1718 it fell to 60.

*Gantan*, a Weight used at *Bantam* in the Isle of *Java*, and some other Parts of the *East-Indies*, weighing near 3 *Dutch* Pounds.

*Gantan* is also a Measure for Pepper, containing exactly 3lb. Vide *Baruth*. *Nic. de Graaf* says, that the Inhabitants of *Batavia* call the Measures they use for Rice, *Gunting*, containing near 15lb. Weight, and though the Names of *Gantan* and *Gunting* are very much alike, their Contents greatly differ.

*Ganzas*, or *Gauzas*, a Money made of Copper and Pewter by Particulars in the Kingdom of *Pegu*, and not in the Royal Mints. The Value of these are not fixed, but rise and fall according to the Times of Payment, for the Goods of the Country, though they are commonly worth between 2 and 3 *French* Sous.

*Gari*, a Sort of an imaginary Specie, or rather the Denomination of a Sum, used in many Parts of the *East-Indies*, and particularly in the Dominions of the Great *Mogul*; 1 *Gari* of *Roupees* is worth near 4000 *Roupees*.

*Gazana*, or *Gajava*, is a Silver Coin, and one of the *Roupees* current in the Great *Mogul's* Territories, particularly at *Amadabath*, worth 1½ *Livre* *T.*

*Gaze*, a small Copper Money made and passing in *Persia*, worth near 1½ *Liards*; some confound this with the *Kabesqui*, and others esteem it the *Kabesqui*, or *Persian* *Liard*.

*Ge*, or *Je*, a long Measure in the Empire of the Great *Mogul*, though it is not real but imaginary, and comes to about 34½ *Dutch* Aunes.

*Geden*, a Measure of Continece, that the *Indians* use for their Grain, and contains near 4lb. of 16 oz. Weight of Pepper.

*Goltsebut*, a Sort of Money, or rather a small Ingot of Gold that comes from *China*, and is regarded there rather as a Commodity than a current Specie; the *Dutch* gave it this Name, signifying in their Language a golden Boat, because it is in this Shape, through other Nations call them gold Cakes.

As neither in all *China* or *Tonquin*, any Gold or Silver Money is struck, the Natives cut those two Metals into Bits of diverse Weights, calling the Silver ones *Taels*, and the Gold ones *Goltsebut*, of which I am speaking; these serve in large Payments, when the *Taels* and Copper Money are insufficient. Here are of two Sorts, the one of 32½ Ounces, and the other but half as much. When the *Chinese* transport their *Goltsebut* into different Parts of *India*, where they trade, the Merchants they deal with commonly cut them in Halves, as the *Chinese* are so dishonest, as often to line these Gold Cakes with either Copper or Silver to ½ of their supposed Value.

The *Japanese* have also their *Goltsebut*, though only of Silver; which, being of various Weights, are consequently of different Values.

*Grimelin*, a small Silver Coin, made and current at *Tripoli* in *Barbary*, in Value a little more than four *Sols* *Tournois*.

*Gueffe*, a long Measure used in some Parts of the *Mogul's* Dominions, being about 1½ *Dutch* Aune.

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*Guez*, ditto of *Perfia*, for measuring Stuffs, Linens, &c. Of this Measure there are two Sorts in that Kingdom, *via.* the Royal Gueze, called also Gueze Moncklets; and the Gueze Racourcie, called simply Gueze; this last being only  $\frac{2}{3}$  of the other. The Gueze Moncklet contains 2 Feet 10 Inches, and 11 Lines of *Paris*, or  $\frac{2}{3}$  of that Aune, so that 5 Guezes make 4 Aunes.

In *India* is also used a long Measure called Gueze, which is near 6 Lines shorter than that of *Perfia*, or about  $\frac{1}{4}$  of an Aune less, though as the Difference is so small it is seldom regarded.

*Guppas*, Weights used in some Towns in the Straits of *Malucca*, particularly at *Syeda*. 4 Guppas make the Guantas; 16 Guantas, 1 Hali, or Nali; and 15 Halis the Bahar of 450lb. Marc.

*Hajser Menarie*, a Silver Coin current in *Perfia*, worth 10 Mamoudis.

*Jerun Chrochen*, a Money coined in the Dominions of the *Grand Signor*, current for half a Ducat.

*Keer*, or *Ceer*, Weights used in some Cities of the *Great Mogul*, particularly at *Agabar* and *Ziamger*, in the first of which Places it weighs 36 small Weights of 1 $\frac{1}{2}$ lb. Marc, and in the other 36 of 1 $\frac{1}{2}$ lb.

*Ken*, a Sort of an Aune used at *Siam* not quite 3 Feet, 2 Kens making 1 Voua, which is a *French Toise* less 1 Inch; the Ken likewise makes 2 Socks, the Sock 2 Keubs, the Keub 12 Niou, and there go 8 Grains of unhusked Rice to a Niou, which makes 9 *French Lines*.

*Kepath*, a small Weight used by the *Arabians*; it is  $\frac{1}{2}$  a Danck, or Dank, that is the Grain; 12 Kepaths make the Dirhem or Dragme of *Arabia*, and some have thought that the Word Karat comes from this of Kepath.

*Khatovat*, a long Measure used in *Arabia*, and is the Geometrical Pace of the *Europeans*, it contains three Akdams or Feet, and 12000 Khatovats make the *Parasange*.

*Kisse*, a liquid Measure also of *Arabia*, though Authors differ about its Contents, some making it equal to a Septier, others to a Pint or Bottle, and some only to a Poisson, or  $\frac{1}{2}$  of a Septier of *France*.

*Lack*, or *Lake*, 100 of which make a Couron of Roupees, and this Rouppee reckoned worth a *French Crown* of 3 Livres, 1 $\frac{1}{2}$  *Dutch Guilders*, or 2s. 6d. Sterling. *Vide* Couron.

*Larres*, a Money used in the *Maldives*, of which 5 make a Dollar.

*Mamoudi*, a Silver Coin current in *Perfia*, and many Parts of the *East-Indies*; the *Perfian Mamoudi* is in Size and Shape like the *French 5 Sol Piece*, and is worth 2 Chayes or Schaes; 2 Mamoudis make an Abassi, and 100 a Toman, which is the largest Account Money in *Perfia*. The *Indian Mamoudis*, called also Mamedis, have no certain Value. In the Province or Kingdom of *Guzurate* the Mamoudi is worth 12 *French Sols*, so that five of them make a Crown *Tournois*, and the small Mamoudis bear a proportionable Value, that is 6 Sols at *Guzurate*, and more or less at *Bengal* and other Places, according to their Rise and Fall.

*Man*, Maun, Maud, Mem, Mao, or Mein, Weights used in the *East-Indies*, especially in the Dominions of the *Grand Mogul*, and its several Names undoubtedly proceed from the different Pronunciation of the many various Nations that Trade draws here, both *Afaticks* and *Europeans*: There are two Sorts of Mauns, the one called the King's Maun or Weight, and the other only a Maun. The King's Maun serves for weighing Necessaries, and Things for Carriage, and is composed of 40 Serres, and each Serre exactly a *Paris Pound*; so that 40 *Parisian Pounds* are equal to one King's Maun. Though the *Sieur Tavernier*, in his Observations on the *East-India Trade*, seems to dissent from this Calculation, and says that the Maun of *Suratte* comes out to only about 34lb. of *Paris*, being composed of 40, and sometimes 41 Serres, but that the Serre is near  $\frac{1}{4}$  lighter than the aforesaid Pound. He likewise speaks of a Maun used at *Agra*, the *Great Mogul's Capital*, which is half as heavy again as that of *Suratte*, and which on the Footing of 60 Serres whereof it is composed, makes 51 to 52 *Paris Pounds*. The 2d Sort of Maun is that used in Trade composed also of 40 Serres, but each of these Serres is reckoned only 12 Ounces or  $\frac{1}{2}$  of a *Paris Pound*. In the *East-Indies* there is yet

a third Distinction of the Maun, in common Use at *Goa*, consisting here of 24 Rotolis, each 1 lb. *Venetian*; or 12 Ounces 1 Gros of *Paris*, the *Venetian* Pound being only 8 Ounces 6 Gros of *Paris*, so that the *Goa* Maun weighs 36 lb. of *Venice*, and 19 lb. 11 Ounces of *Paris*. In fine, the Maun is a Weight that alters according to the Places and Sorts of Goods it is used in. At *Suratte*, another Author says, it makes 42 Ceirs, or Serres, but is either greater or less, according to the Commodities weighed with it. It is of 34 lb. in the Sales of Cotton, Gum-Lacque, Benzoin, Vermillion, Quicksilver, Copper, Pewter, Sandal Wood, Arêque, Ivory, or Elephants' Teeth, *Spanish Wax*, &c. which is also agreeable to what Mr. Tardernier says. It is 35 lb. for weighing Indigo at *Suratte*, and but 34 lb. at *Amadabat*. It is 36 lb. on the Sales of Camphire, Spice, Tea, dry Pulse, or Wheat, Simpan Wood, &c. but at *Amadabat* the Maun in Regard of these Goods, is 38 lb. It is 38 lb. for *Cachou*, and 40 lb. for *Alfa-Portida*. At *Bengal* the Maun is 40 Ceirs, and weighs 64 lb. for Spice, and 68 lb. for Pewter, Copper, Quicksilver, Lead, and most Sorts of Drugs; and 64 lb. for Silk. On the Coast of *Coromandel* the Maun is 68 lb. as at *Bengal* on most Goods; it likewise weighs 40 Ceirs, and the Ceir 1 7/10 lb. Maun, or more commonly *Batman* is a *Perjian* Weight. *Vide* *Batman*.

Maun is yet a Weight of *Bandaar-Gameron*, in the *Perjian* Gulf, of 6 lb. the other Weights are the Maun-cha weighing 12 lb. and the Maun Surats weighing 30 lb. The Maun at *Mocba* weighs a little less than 3 lb. and 10 of them make 1 *Traffel*, 15 *Traffels* 1 *Bahart*, and the *Bahart* is 42 lb.

*Mangalis*, a small *East-India* Weight, of near 5 Grains, only serving to weigh Diamonds, Emeralds and other precious Stones being weighed by Catins of three Grains each.

*Mangelin* is also a small Diamond Weight at the Mines of *Raolconda* and *Pani* otherwise *Coulers*. The Mangelin of these two Mines weighs 1 1/2 Carats, that is 7 Grains; there are also in the Kingdoms of *Golconda* and *Visapour*, Mangelines that weigh 1 1/2 Carat. The Mangelines of *Goa*, in use among the *Portuguese*, only weigh 5 Grains; and though they are commonly called *Mangalis*, these two are different Weights, as this Account of them plainly demonstrates.

*Mangours*, a small Coin current in *Egypt*, whose true Name is *Forle*, which see.

*Manfia*, Weights used in some Places of *Persia*, particularly in the *Sebircau* and in the Neighbourhood of *Tauris*: It weighs 12 lb. or a little less.

*Man-Surats*, this Word construed is, *Suratte* Weights, of forty Ceirs. *Vide* *Maun*.

*Marco*, a Weight used at *Goa*, of 8 Ounces *Portuguese*, that is a Demi Rotoli. *Mas*, or *Mace*, a Sort of small Weight used in *Côina*, especially on the Side of *Canton*, for weighing Silver. *Vide* *Condorin*.

*Maures*, a Gold Coin current at *Suratte*, and in some other Parts of the *Mogul's* Dominions.

*Memceda*, a Liquid Measure used at *Mocba* in *Arabia*, it contains 3 Chopines of *France*, and 40 Memcedas make 1 *Teman*.

*Merigal*, a Species of Gold Coin current at *Sofala*, and in the Kingdom of *Monopotam*; it weighs a little more than a *Spanish* Pistole.

*Mesjal*, a small *Perjian* Weight, making near the hundredth Part of a *French* Pound of 16 Ounces; this is: the Demi-Derhem, or Demi-Dragmae of *Persia*. 300 Derhems, or 60 Mesjals make the *Batman* of *Tauris*, which weighs 5 lb. 14 Ounces *French*. *Vide* *Batman*.

*Metecal*, a Sort of Gold Ducat, struck at *Morocco*, and in some other Cities of that Kingdom and *Fex*. This *Metecal* is different from the *Metecal* of *Fex*, only worth 20 *Dutch* Stivers; the old *Metecals* excel the new ones both in Weight and Fineness; these are of different Goodness, and consequently of various Values, which occasions no small Difficulty in Trade.

*Metkal*, or *Mitkal*, a small *Arabian* Weight, of which 12 make an Ounce.

*Metricol*, or *Mitricol*, a small Weight 1/2 Part of an Ounce, which the *Portuguese* Apothecaries and Druggists use in the *East-Indies*; besides which they have the *Metricoli*, which only weighs 1/4 of an Ounce.

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*Minaltoun*, an imaginary Specie made Use of in some Parts of *Perfia*, making 15 *Yonfaltoun*, 2 *Yonfaltouns* make 1 *Abassi*; and 5 *Abassis* the *Minaltoun*. The *Yonfaltoun* is also called *Mamoudi-Lacze*.

*Moncha*, or *Monka*, a Sort of Boisseau or Corn Measure used by the Inhabitants of *Madagascar*, for measuring husked Rice. Vide *Troubahouache*.

*Morædjé*, a Silver Money current in *Perfia*, particularly at *Ispahan*, of which 7 make a *Dutch Crown*.

*Murais*, or *Morais*, a Measure for Rice and other dry Pulse used by the Portuguese at *Goa*, and in their other Colonies, containing 25 *Paras*, and the *Para* weighing 22 *Spanish Pounds*.

*Nah*, an *East-Indian Weight*. Vide *Hali* and *Guppas*.

*Nanque*, is the smallest Weight of the five, used among the Inhabitants of *Madagascar*, for weighing Gold and Silver; it is equal to 6 Grains, and besides this, here are the *Sompi*, *Vari*, *Sacare*, and the *Nanqui*. Vide *Sompi*.

*Nafara*, a Silver Money cut square, struck at *Tunis*.

*Nevel*, a small Coin of a base Alloy, current on the Coast of *Coromandel*, 8 or 9 of which make a *Fanon*, and 15 *Fanons* a *Pagode*, the *Nevel* is worth from 3 to 6 *Cassies*.

*Oubang*, is a Gold Money of the largest Sort at *Japan*; its Figure is oval, nearly resembling in Form and Size the Sole of a Shoe, and its Value is 10 *Coupangs*, or *Coupons*, which are Pieces of Gold of the same Figure, but ten times less in their Weight, or less in their Surface; the *Oubang* is worth 100 *Rixdollars* in *India*, and the *Coupan* ten.

*Pacifzajie*, Silver Money current in *Perfia*, worth 2½ *Mamoudis*; 2 *Pacifzajies* make 1 *Daezajie*, and 2 *Daezajies* the *Hazaar Denarie*.

*Pagoda*, is a Gold Coin common on all the Coasts of *Coromandel*, and almost the only one in Use in the Trade carried on there; large Payments being always made in these gold ones. The *English* make of them at *Fort St. George*, of the same Standard and Weight with those of the Country, and which pass for the same Value. The *Dutch* also stamp some at *Palaiacata*, says my Author, though I believe he mistakes it for *Negapatnam*, of the same Weight with the *English*, though 2 to 3 per Cent. better in Fineness, and consequently are more sought after.

At *Narjingua*, *Bijnagar*, and the neighbouring Parts, they make Silver *Pagodes* of divers Standards and consequently of various Values; the smallest are worth 8 *Tangas*, reckoning the *Tanga* at 90, or 100 *Indian Bazarucos*. Vide *Bazaruco*.

*Para*, a Measure that the Portuguese use in *India* for Pulse, weighing 22lb. *Spanish*, and is ⅓ of the *Mourais*.

*Pardon*, or *Pardo Kerajin*, a Silver Money of a base Alloy, which the Portuguese stamp in *India*, current at *Goa*, and on the Coast of *Malabar*; they are worth near 300 *Reas*, or 20 *Fanons*; there are also and *Pardaos*, and some say there are likewise double ones. And as no Money is more easily counterfeited than this, the *Indians* make many false ones up in the Country, and bring them down to pass in Trade, which they would easily do, were it not for some of the Christian Natives, who are employed to examine them, and are so expert in their Office, that they will readily and certainly detect the Falsity only by feeling.

*Pardaos de Reales*, is a Name given to the *Spanish Dollars*, the only Specie of that Nation current in *India*, which have a certain Value fixed on them, from which they never lower, but often rise as they are wanted.

*Pardos*, a Piece of Silver Money current at *Mozambique*, and along the Coast of *Africk*, worth 200 *Reas*.

*Pau*, a long Measure used at *Loanga de Boaire*, and in some other Places on the Coast of *Angola* in *Africk*. There are three Sorts of *Paus* at *Loanga*. That of the King and his favourite prime Minister; that of his Princes and Captains; and that of Particulars. The King's *Pau*, is 28 Inches long, that of the great Men 24 Inches, and that of Particulars only 16½.

*Peecha*, or as it is wrote by some, *Pissa*, and by others *Pyffes*, is a small Copper Money current in many Places of *India*, especially in the maritime Provinces of the Great Mogul, and more particularly in the Kingdom of *Guzarate*, whose principal Cities are *Surate*, *Barache*, *Cambaya*, *Bondra*, and *Amadabad*; 26 make 1 *Mamoudi*,

Mamoudi, and 54 a Rupee; so that the Pecha is worth near 8 Deniers. In those Parts of *India*, where the Cowrie Shells are current, 50 or 60 of them are given for the Pecha, and where the *Caramania* Almonds pass for small Money, 40 or 44 of them.

*Pic, Pick, or Picol*, the *Chinese* Quintal of 100 lb. their Weight, or 125 lb. Marc.

This Weight is also in Use at *Siam*, *Malacca*, and in the Isles of *Sonde*, though at the first of these it consists of double the Number of *Siamese* Catis, to what it does of the *Chinese*, as the former Cati is only half of the latter.

*Picol*, is also another Weight used in *China* for Silk, containing only 66½ Catis; so that three of these Picols make as much as the Bahar of *Malacca*, that is 200 *Indian* Isles, weighing near 20 *Dutch* Pounds.

*Pole*, a Copper Money struck at *Bagbar*, an ancient Province of *Persia*, at present governed by its own Prince, 120 of which go to the Silver Coin of the Country, worth about 12 *Sols Tournois*, though this Value is not always certain, as it rises or falls as the Prince pleases.

*Pont, or Punt*, a long Measure used in *China*; of which ten go to 1 Cobre, and the Cobre is about 13½ *French* Inches.

*Ratis*, a Weight used for Diamonds, at the Mines of *Soumelpour* in the Kingdom of *Bengal*; and in all the *Great Mogul's* Empire for Diamonds and Pearls it is ⅔ of a Carat of 3½ Grains.

*Refs*, a long Measure used at *Madagascar*, near what is called the Brasse in *Europe*. They also use the Demi-Refs, or Span.

*Rize*, the Name given to a Sack with 15000 Ducats, in the Territories of the *Grand Signor*, so that it may pass as a Sort of a reckoning Money, like a Ton of Gold in *Holland*, or a Million in *France*.

*Roe-neug*; this is the largest Measure for Lengths and Distances used in the Kingdom of *Siam*, being the *Siamese* League, of near 2000 *French* Toises. There go to it 20 Jods, 4 Sens to the Jod, 20 Voua to the Sen, and 2 Ken to the Voua; the Ken is the *Siam* Aune.

*Rotolo, or Rotoli*, a Weight used in *Sicily*, several Parts of *Italy*, *Portugal*, *Cairo*, and other Places in the *Levant* and *Egypt*, *Goa*, &c. is very different in most of these Parts mentioned, as has been already shewn; therefore as a Weight I have nothing to add about it; and shall only say it is also a liquid Measure in some Cities and States of the *Barbary* Coasts, 32 of them at *Tripoli* making a Matuli. another Weight also used in this City of 32 Rotolis, and 42 of these Rotolis make a Mataro or Matara of *Tunis*.

*Roup*, besides being a Coin of *Poland*, is also one made and current in some Provinces of the *Turkish* Empire, particularly at *Erzerum* in *Armenia*, being worth ¼ of a *Spanish* Dollar.

*Rupee*, a current Coin in the Empire of the *Great Mogul*, and in many other Places and Kingdoms in the *East-Indies*. There are both Gold and Silver of this Denomination, though those of the first Metal are scarce and in little Use, weighing 2½ Drachmes and 11 Grains; there are also its Fractions of Halves and Quarters. The Silver Rupee is of so unequal a Value, as to be with Difficulty fixed on any certain Footing, its Worth varying according to its Quality and the Place of its Fabrication; there are 5 Sorts of them, viz. the Rupee *Siccas*, worth at *Bengal*, 39 *Sols Tournois*, those of *Suratte* 34, and those of *Madras* 33, all of the new ones, those called *Arcates*, and the last *Petch*. The new ones are round, and many of the old ones square, though they are both of the same Weight; and besides these Distinctions of new and old, the Indians make the other five abovementioned; and it may in general be remarked, that all these Sorts are in higher Value at the Places of their Make than elsewhere; and that the new are always worth more than the old; the Reason of which Difference proceeds from the Love the Natives have of Silver, which induces them for its Preservation to hide it carefully in the Earth, as soon as they get a few Rupees together. To prevent which Disorder, that drains the Countries where it is practised of their current Species, the governing Prince and *Rajas* stamp new ones annually, with an Augmentation in Value, without any Increase of Weight, and these consequently grow diminishing in Worth as they

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grow old. The Silver Rupee is the most current Money in Trade, both at *Suratte* and *Bengal*; but on the Coast of *Coromandel*, the Gold Pagodes, worth 2 Rixdollars or  $3\frac{1}{2}$  Rupees, are the most in Use.

It is from the *Madras* Rupee that the Value of all others is proportioned, and that varies according as certain Circumstances occur; and these different Sorts of Rupees have not an equal Currency in every Place, as may be seen by the above Valuation of them. The Rupee used in Accounts is only an imaginary Specie, as well at *Suratte* as *Bengal*, to which the Value of the old Rupee is often reduced, and is worth  $\frac{1}{4}$  less than that of *Madras*. All Sorts of Rupees are divided into a smaller Money, called *Ana*, of which 16 go to the Rupee; but it must be observed that the *Ana* is worth more or less in Proportion to the Value of that Kind of Rupee of which it is a Part. Some *Anas* are made at *Madras*, but so few that they are rarely seen to pass, so that this Specie is rather a reckoning Money than a current one. The smallest Coin, and that in greatest Use, among the common People, and in the Markets, are the *Cowries*, 80 of which are counted a *Pouni*, according to the Custom of *Bengal*; so that a Rupee is divided into *Anas*, *Pounis*, and *Cowries*, according to which the following is the Value of all Rupees as they passed at *Bengal* in 1726.

The Rupee of <i>Madras</i> was worth	38	<i>Pounis</i> , or 3040 <i>Cowries</i> .
The <i>Sike</i> , or <i>Sicca</i> Rupee	39 $\frac{1}{2}$	3160
The Rupee, <i>Arcate</i>	37	2960
The Rupee, <i>Petch</i>	36 $\frac{1}{2}$	2920
The Current, or Old Rupee	34	2720

Besides which there are yet two other Species of Money in Accounts, called the *Heys* and *Gandan*, the first worth 95 *Cowries*, and the other 4. The current Rupee is that used in the Revenues of the *Great Mogul*, and was in 1726 and 1727, worth 1 $\frac{1}{2}$  *Dutch* Guilders, or, which was the same Thing, a *French* Crown in 1741.

*Rubie*, a Gold Coin, current in all the Kingdom of *Algiers*, and in those of *Congo* and *Labex*, worth 35 *Aspers*; it is especially struck at *Tremecen*, which has the Privilege of making these, as well as the *Medians* and *Zians*.

*Sagare*, a small Weight used in *Madagascar*, for Gold and Silver, being equal to an *European* Scruple.

*Sat*, a Measure at *Siam* for Corn, Seeds, Pulse, and some dry Fruits; it is a Sort of a Bushel made of *Bambou*, and 40 of them make a *Seste*, and 40 *Sestes* the *Cochi*; it is difficult to reduce with any Certainty these Measures to those of *Europe*, as some reckon the *Seste* 100 *Catis*, and the *Cati*, as has been already observed, not being of the same Weight in all Parts of *India*, the *Seste* or *Sat* cannot be ascertained; but if 100 *Catis* be esteemed 125 lb. *Marc*, the *Sat* will be near 3 lb. and the *Cochi* 5000 lb.

*Seban*, or *Schbang*, in *Chinese* *Cati*, is a Weight used in the Kingdom of *Siam*; the *Chinese* *Cati* is worth 2 *Siamese* Scans; so that the *Chinese* being 16 *Taels*, the *Siamese* must be only 8, though some reckon that of *China* at 20 *Taels*, and the other half. The *Tael* weighs 4 *Baats* or *Ticals*, each of near half an Ounce; the *Baat* 4 *Selings*, or *Mayons*; the *Mayon* 2 *Fouangs*; the *Fouang* 4 *Payes*, the *Paye* 2 *Clams*; the *Clam* weighs 12 Grains of Rice, so that the *Tical* or *Baat* weighs 768 of those Grains.

It is to be observed, that the greatest Part of these Weights pass also for Money, either real or in reckoning, as Silver is a Merchandize, and sold by Weight.

*Scharaf* a golden Coin, that was formerly made in *Egypt*, worth the same as a Sultanin, that is, near a golden Crown of *France*; the *Arabians* call it *Dinar*, or *Methcal-aldhegal*, the *Scharaf* at present scarce, and some believe them to be the same Specie as what the *Greeks* name *Golden Bezans*.

*Scherefi*, a Gold Coin current in *Persia*, worth 8 *Larins*, at the Rate of 2 *Spanish* Dollars per *Larin*; the *Europeans* call them *Golden Seraphin*.

*Scherif*, otherwise called *Sultanin*, and very commonly *Sequin*; it is a Gold Coin current in all the *Grand Signor's* Dominions, though it is hardly ever made at any Place but *Cairo*, and is the only Gold Specie struck in *Turkey*.



*Schuite d' Argent*, a Sort of Account Money at *Japan*, on which Payments in Trade are estimated, being worth  $12\frac{1}{2}$  *Dutch* Guilders, that is 5 Rixdollars, or Crowns of the United Provinces; and otherwise it is reckoned equal to 4 *Taels*, 6 *Mace*, and 5 *Condorins*; the Value of them varying a little according to the Year.

*Sompaye*, is the smallest Silver Coin current at *Siam*; it was worth 2 *Sols* and Demi-pite *French* Money, when the Ounce of Silver was only valued at 3 *Livres*. It is the half of a *Fouang*, and 12 to 13 *Siamese* Catches are given for 1 *Sompaye*, or 400 *Cowries*. The *Sompaye* is divided into 2 *Payes*, the *Paye* into 2 *Clams*; but these two Sorts of Money are only imaginary, and not current Specie; the *Sompaye* and its Diminutions serve also for Weights; the *Clam* weighing 12 Grains of Rice, and the other rising in Proportion.

*Sompi*, a small Weight, which the Inhabitants of *Madagascar* use for Gold and Silver; it weighs but 1 *Paris* Dragma, and yet it is the heaviest Weight these Islanders have; they not knowing what the Ounce or Pound is, nor have any thing answering to them; the Diminutions of the *Sompi*, are the *Vari*, or *Demi-gros*, the *Sacare* or *Scruple*, the *Nanqui* or *Demi-scruple*, and the *Nanque*, equal to 6 Grains.

*Sordis*, a small Money current at *Ormus* in the *Persian* Gulf, being worth 4 *Payes*, and the *Paye* 10 *Beforchs*. *Vide* *Beforch*.

*Tael*, called by the *Chinese*, *Leam*, is a small Weight of *China*, equal to 1 Ounce and 2 *Dragmes*. *Vide* *Cati*, *Mace*, and *Condorin*.

*Tarling*, a *Siamese* Name to this Specie of Money and Weight, which the *Chinese* call *Tael*; the *Tael* of *Siam* is more than half lighter than that of *China*. *Vide* *Cati*, *Baat*, &c.

*Tanga*, an Account Money used in some Parts of the *East-Indies*, particularly at *Goa*, and on the Coast of *Malabar*; there are two Sorts of this Coin, the one called the good, and the other the bad Alloy; it being very common in *India* to reckon by Money of good and bad Alloy on Account of the vast Quantity of different Specie current there that are either false or altered. The *Tanga* of good Alloy is  $\frac{1}{2}$  heavier than that of a bad Alloy, so that if 5 of the former *Tangas* are given for 1 *Pardão-Xerafin*, there must be 5 of the others. 4 *Vintins* of a good Alloy make 1 *Tanga* of the same Standard; and 15 good *Barucoes* go to the *Vintin*; the good *Baruco*, on the Footing of the *Portuguese* *Reas*; but when the *Barucoes* are of a base Alloy, three of them only make 2 *Reas*.

*Tare*, or *Tarre*, Money of the *Malabar* Coast, is a Silver Coin worth 6 *Deniers Tournois*; 16 of them make 1 *Fanan*, which is a small Piece of Gold worth 8 *French* *Sols*.

*Tela*, a Sort of Money, or rather a Gold Medal struck by every King of *Persia* at his coming to the Crown, which are distributed among the People; they are in Weight like the *German* Gold *Ducat*, but have no Currency in Trade, nor among the Merchants.

*Teman*, a liquid Measure used at *Mocha* in *Arabia Felix*, containing 10 *Memedas*.

*Tibofé*, an *East-Indian* Coin, being one of the *Ruppes* current in the States of the *Grand Mogul*, and worth double the *Gafana* *Ruppee*.

*Tol*, this is the smallest Weight and Measure used on the Coast of *Coromandel*, of which 24 make a *Coer*; 5 *Coer* the *Büs*; 8 *Büs* the *Maun*; and 1 *Maun* the *Landi*, which is the heaviest Weight in this Part of *India*.

*Toman*, by some called *Tumain*, is an Account Money used by the *Persians* in keeping their Books, and to facilitate the Reduction of large Sums in Payments. It is composed of 50 *Abassis*, or 100 *Mamoudis*, or 200 *Chayes*, or 10,000 *Dinars*, being near 43, or 46 *French* *Livres*, valuing the *Abassi* at 18 *Sols* and 6 *Deniers*; the *Mamoudi* for 5 *Sols*, 3 *Deniers*; the *Chaye* 4 *Sols*, 6 *Deniers*, and 1 *Maille*; and the *Dinar* for the *Denier Tournois*. The *Toman* is also a Weight used in *Persia* for weighing Money, which in large Payments is always received in this Manner and never counted; the *Toman* weighs 50 *Abassi*.

*Toque*, a Sort of reckoning Money used at *Jeda*, and some other Parts of the *African* Coast, where the *Bouges* or *Cowries* are current; one *Toque* of *Bouges* is composed of 40 of those Shells; and 5 *Bouges* make 1 *Galline*.

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*Troubahouache*, called also *Moncha*, or *Monka*, a Measure used by the Inhabitants of *Madagascar*, for their husked Rice, containing near 6lb. of that Grain; but for their unhusked Rice they have another Measure named *Zatou*.

*Val*, a small Weight used in *India* for Dollars or Pieces of Eight, each of which ought to weigh 73 Vals. It also serves for weighing Gold Ducats, which must weigh 9 Vals and  $\frac{1}{4}$  of an *Indian* Carat, and whatever is wanting of these Weights in either, the Vender is obliged to make good.

*Vari*, a small Weight in Use among the ancient Inhabitants of *Madagascar*, weighing near half a *Dragme Marc*; here is likewise the *Sompi*, *Saccare*, *Nanqui*, and *Nanque*; none of which are used, only for weighing Gold and Silver.

*Voule*, a small Measure used by the Natives of *Madagascar*, in retaling their husked Rice; it contains near half a Pound of Rice, and 12 of them make the *Troubahouache* or *Monka*, and 100 the *Zatou*.

*Zaciues*, a small Silver Money current in *Persia*, being a half *Mamoudi*. *Vide* *Mamoudi*.

*Ziangi*, a Silver Money at *Amadabath*, that is likewise current in other Places of the *Mogul's* Territories; it is among the Number of the *Rupees*, and worth 20 *per Cent.* more than those called *Gafana*, and is about 36 *French* Sols, the Value of which last Coin is to be understood through this whole Calculation, except where it is expressed otherwise, to be as it was current at the Time of making it, *viz.* 13 *Livres*, 6 *Sols*, and 8 *Deniers* for a Pound Sterling.

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*Of the CUSTOMS; of their Administration, and of Custom-House Officers.*

**CUSTOMS** are properly the Tribute or Toll paid by Merchants to the King, for carrying Merchandize out, or bringing it in; or in other Words *Duties*, payable to the Crown, for Goods exported and imported; and these are due to every Prince or State, both of common Right, and by the Law of Nations; as a Matter inherent to their Prerogatives; they being Guardians and absolute Commanders of their Harbours and Ports, where Commodities are landed and laden: Though in *England*, the Prince's Power is more restrained than in arbitrary and despotic Governments, as he can lay no Imposition on any Sort of Merchandise, though never so superfluous or unnecessary, whether native or foreign, or upon Merchants, Strangers, or Denizens, by his absolute Power; without Assent of Parliament, either in Time of War, or under the greatest Necessity or Prefures that may be.

*Customs* are satisfied in different Manners, according to the various Usages of the several Countries where they are levied: In some, they are paid in Money, and in others, in Kind; which Merchants should endeavour to be acquainted with, and govern themselves according to the Laws, Constitutions, and Proceedings used in all Kingdoms respectively, whereby they are secured and defended in their Traffick and Commerce; for by Non-observance thereof they expose themselves to the Risque of Mulcts, Fines, Loss, and Forfeiture of their Goods and Ships.

The Word *Customs* comprehends *Magna & Antiqua Custuma*, payable out of *Dyn* 165. our own native Commodities; as for Wool, Woolfells, and Leather; and *Parva Custuma*, which are Customs payable by Merchants, both Strangers and Denizens, which began in the Reign of *Edw. I.* when the Parliament granted him three Pence in the Pound, on all Merchandizes exported and imported.

But that which is granted by Parliament, is properly called a Subsidy; and is sometimes granted to the King for Life, of which there are several Sorts; as *Tonnage*, a Duty granted out of every Ton of Wine imported, which was first granted by Parliament to *Edw. III.* and *Poundage*, a Subsidy granted for all Goods exported and imported, except Wines, &c. and is usually the twentieth Part of the Value of the Goods, or twelve Pence in the Pound; and this was first given to *Hen. VI.* for Life.

In the Reign of *Edw. III.* the greater Charter for free Traffick was confirmed; <sup>2 Inst. 68.</sup> and *Anno 6 Edw. III.* it was enacted, that no new *Customs* could be levied, nor ancient increased, but by Authority of Parliament.

In the subsequent Reigns, several other Duties were laid on foreign Goods and Merchandize, and the abovementioned of *Tonnage* and *Poundage*, granted by 12 *Car. II.* for Life to that Prince, have been continued in the same Manner to his royal Successors, down to his present Majesty King *Geo. III.*

As these Duties increased under every Reign, more particularly; from the Commencement of the present Century, owing to the Necessity of increasing this Branch of the Public Revenue, to provide for the Interest, or Annuities, annually to be issued and paid to the public Creditors, on Account of an increasing National Debt, which in the present Day, we have seen augmented to an almost incredible Sum; and also to defray other Expences of Government, such as the civil List, &c. the Mode of collecting the Customs, from the Number, and Variety of Denominations of the Duties imposed by the Legislature at sundry Times, and appropriated to particular Purposes, became so intricate and perplexed that the oldest Merchant in *London* was unable to calculate the Sums he had to pay on the Goods and Merchandizes he either Imported or Exported. Such Alterations likewise, were liable to take Place every Session of Parliament, that no Book of Rates,

## OF THE CUSTOMS

though many were published, could serve as a certain or permanent Guide. Neither could the Merchant go to the Custom-House and enter his Goods immediately, by paying down the Sum specifically stated; but was under the Necessity to submit to injurious Delays, until all the usual Computations on the old Subsidy, the new Subsidy, the one third Subsidy, the *Five per Cent*, additional *Five per Cent*, &c. &c. &c. were exactly and separately calculated. So that, besides great Anxiety of Mind, the Merchant was obliged to sacrifice a great Deal of his own Time, or of that of his Clerks, and was put to much Trouble and Expence. This public Grievance called aloud for Redress: our best commercial Writers, and all sensible Foreigners repeatedly complained of the mal-Administration of the *British* Customs; but in vain, no Minister listened to their friendly Admonitions; though a considerable Increase of Revenue was pointed out as the certain national Advantage to be derived from a Reform. At Length, a great Commercial Revolution, a Treaty of Commerce with FRANCE, forced upon the *British* Ministry, a Measure which had been unaccountably delayed; though it had been partly arranged, and was intended to be brought forward, towards the Close of Lord *North's* Administration. Under the former Mode of regulating the Customs it was totally impossible for the Original Author of *LEX MERCATORIA* or the Editor of the last Edition, to insert any Table of Duties, composed with such Accuracy that Merchants might rely upon the Calculations in their respective Commercial Concerns: at present, that Difficulty being removed by the Consolidating Act of 1787, great Pains have been taken to examine and compare the Books of Rates, since published; and after expunging a great Number of useless Repetitions, to exhibit as concise a View as the Nature of the Subject would admit, of the Duties on *Importation* and *Exportation*; of the *Drawbacks*, Bounties and other Allowances, as they are established by the said Act; and which cannot well undergo any considerable Alterations during the existing Treaty with *France*, the Term of which will not expire until the Year 1798.

The Merchant, by referring to any one or more Articles in the following correct Tables, will know for a Certainty what Sums of Money are required for clearing them at the Custom-House; and will be enabled to provide accordingly. This must be acknowledged on the Face of it, to be no small Advantage, and in Addition to this, they will give him a more general Knowledge of the Commerce of *Great-Britain*.

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An ALPHABETICAL LIST or TABLE, of the *fundry* GOODS, WARES, and MERCHANDIZE, IMPORTED into, and EXPORTED from GREAT BRITAIN; with the NET DUTIES payable thereon at the CUSTOM-HOUSE, LONDON, &c. Extracted from the SCHEDULES annexed to the Consolidating Act of 1787.

	IMPORT.			Duty.			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
<b>A</b> GATES rough, small as a Bean, the hundred dozen	0	3	0				0	2	8
Agates, rough, large, the piece	-	-	-			1 $\frac{1}{2}$			1
Alderney. See Jersey									
Ale. See Beer									
Allum, the cwt.	-	-	-	0	7	2	0	6	2
Amber, the pound	-	-	-	0	1	3	0	1	1
—imported by the E. India Company, lb.	-	-	-	0	1	5	0	1	3
Annotto, the pound	-	-	-	0	0	1 $\frac{1}{2}$			
Apples, the bushel	-	-	-	0	2	4	0	0	4
Apples, dried, the Bushel	-	-	-	0	3	0	0	0	4
Argoil, the cwt.	-	-	-	0	2	7			
Ashes, viz.									
Pearl-Ashes, the cwt.	-	-	-	0	2	3			
Ash, the cwt.	-	-	-	0	2	3			
Pearl and PotAshes, made in the British Col. in <i>America</i>									
Soap, Weed and Wood Ashes, the cwt.	-	-	-	0	0	7			
<b>B</b> ACON, the cwt.	-	-	-	2	7	0	2	6	4
Bacon, from <i>Ireland</i>									
Balls, viz. Washing Balls, the pound	-	-	-	0	0	6			
Barilla, the cwt.	-	-	-	0	5	3	0	5	0
Basket-Rods, the Bundle, being three Feet about, at the band	-	-	-	0	1	6	0	1	4
Baskets, viz. Hand-Baskets, the dozen	-	-	-	0	0	9	0	0	8
Bast Ropes, the cwt.	-	-	-	0	1	10			
Battery, the cwt.	-	-	-	2	5	2	2	0	8
Beads, viz. Amber Beads, the pound	-	-	-	0	4	5	0	4	2
— Crystal Beads, the thousand	-	-	-	0	13	3	0	11	8
— Coral Beads, the pound	-	-	-	0	4	5	0	4	2
— Glass Beads; single Bugle									
— Jet Beads, the pound	-	-	-	0	1	5	0	1	3
Beef from <i>Ireland</i>									
Beer, <i>French</i> , imported directly into <i>Great-Britain</i> , for every 100l. of the Value				39	0	0			
Beer, viz. of Spruce, the Barrel, 32 Gallons				0	12	0	0	11	0
Beer of all other Sorts, or Ale, the barrel containing 32 Gallons				0	6	8	0	6	0
N. B. All Beer subject also to the Duty of Excise.									
Bell Metal, the cwt.	-	-	-	0	7	4	0	6	6
Berries for Dyers' Use, not otherwise enumerated, the cwt.	-	-	-	0	11	0			
Bestials: see Man, Isle of									
Birds, viz. singing Birds, the dozen	-	-	-	0	2	6	0	2	3
Blacking, the cwt.	-	-	-	0	17	8	0	15	8
Bladders, the dozen	-	-	-	0	0	1 $\frac{1}{2}$	0	0	1
Books bound, the cwt.	-	-	-	0	19	3			
Books unbound, the cwt.	-	-	-	0	8	10			

Botargo,

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
Botargo, the pound	0	0	4	0	0	3
Bottles of Earth, or Stone, the dozen	0	1	2	0	1	0
Bottles of Glafs, viz.						
— full or empty, the doz. quarts	0	4	5			
— covered with Wicker, the dozen quarts	0	12	0	0	0	7
Bowls, or Buckets of Wood, the dozen	0	11	0	0	7	10
Boxes, viz. Nest Boxes, the gros 144 Nests, each containing eight Boxes	0	13	3	0	11	8
— Pill Boxes, the gros, containing 12 dozen Nests, each Nest four Boxes	0	1	4½	0	1	3
— Sand Boxes, the gros 144 Boxes	0	4	5	0	3	11
Bracelets, or Necklaces of Glafs, the gros containing 12 Bundles, or Dickers, each containing ten Necklaces	0	3	8	0	3	6
Brass-Wire; see Wire						
Brazil-Wood for Dyers' Use; see Wood						
Brazillito-Wood for Dyers' Use; see Wood						
Bread or Biscuit, the cwt.	0	1	10	0	1	8
Bridges Thread. See Thread						
Brimstone, the cwt.	0	6	8	0	6	6
— when used for making Oil of Vitriol				0	6	8
Bristles, viz. drest the dozen pound	0	2	9	0	2	6
— drest of <i>Muscovy</i> or <i>Russia</i> , imported in a foreign Ship, the dozen pound	0	2	11	0	2	6
— rough or undrest, the dozen pound	0	1	4½	0	1	3
— rough or undrest, of <i>Muscovy</i> or <i>Russia</i> , imported in a foreign Ship, the dozen lb.	0	1	6	0	1	3
Brooms, viz. Flag-Brooms or Whisk-Brooms, the dozen Bugle, viz.	0	0	1½	0	0	1
— Great Bugle, the pound	0	1	7	0	1	6
— Great Bugle, to be warehoused, the lb.	0	0	1			
— when taken out of such Warehouse to be used in this Kingdom, the pound	0	1	6			
Bugle, Small or Seed Bugle, the pound	0	2	7	0	2	5
— Small or Seed Bugle, to be warehoused, the pound	0	0	2			
— when taken out of such Warehouse, to be used in this Kingdom, the pound	0	2	5			
Bullion, or foreign Coin, Duty-free						
Bulrushes, the Load. of 63 Bundles	0	4	5	0	3	11
Burrs for Mill-Stones, the 100	0	11	0	0	9	9
Butter, the cwt.	0	2	6	0	2	2
<b>CABLES, tarred or untarred, see Cordage</b>						
Cabinet-Ware Turnery, and Musical Instruments, <i>French</i> , imported directly into <i>Great-Britain</i> , every 100l. of the Value thereof.	10	0	0			
Calves' Velves, to make Rennet, the cwt.	0	5	6	0	5	0
Candles, viz. of Tallow, the cwt.	1	12	8			
— of Sperma Ceti, the pound	0	1	4			
— of Wax, the pound	0	1	8			
— of Wax, imported by the <i>East-India</i> Company, the pound	0	1	9			
Candle-wick, the cwt.	1	12	8	1	8	0
Canes, viz. Reed Canes the thousand	0	11	0	0	9	9
— Walking Canes, the thousand	1	18	6	1	17	3

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IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
Canes, Walking Canes, imported by the <i>East-India</i> Company, the thousand	2	1	3	2	0	0
— Rattans, the thousand	0	16	6	0	15	3
— Rattans, imported by the <i>East-India</i> Company, the thousand	0	19	3	0	18	0
Cans of Wood, the dozen	0	0	11	0	0	10
Capers, the pound	0	0	2	0	0	1
Cards, viz. Playing Cards, the dozen Packs	1	1	0			
Carmania Wool. See Hair of Goats.						
Carpets, viz. of <i>Perfia</i> , imported by the <i>East-India</i> Company, the square yard	1	4	9	1	3	7
— of <i>Turkey</i> , containing 4 Yards square or upwards, the Carpet	2	4	0	2	0	0
— of <i>Turkey</i> , containing less than 4 Yards square, the Carpet	0	8	3	0	7	6
Casks empty, the Ton	0	8	3	0	7	6
Catlings, the gross, containing 12 doz. knots	0	2	6	0	2	2
Caviare, the cwt.	0	4	5	0	3	11
Cheese, not of <i>Ireland</i> , the cwt.	0	1	6	0	3	11
Cherries, the cwt.	0	4	5	5	3	3
Cider, the Ton, containing 252 Gallons	6	3	3			
N. B. Subject also to the Duty of Excise.						
Coals, the Chalder, containing 36 Bushels	1	1	0			
Cochineal, the pound	0	0	6			
Cocoa-Nuts, viz. of the Produce of any <i>British</i> Colony in <i>America</i> , the cwt.	0	13	9	0	13	9
— of any other Country, the cwt.	0	13	9	0	12	6
— of the Produce of any <i>British</i> Colony or Plantation in <i>America</i> , on Importation, to be secured in Warehouses, the cwt.	0	1	3	0	1	3
— of any other Country, to be secured in Warehouses, the cwt.	0	1	3			
— taken out of Warehouses for Home consumption, the cwt.	0	12	6			
Coffee of the Produce of any <i>British</i> Colony or Plantation in <i>America</i> , the cwt.	1	18	6	1	18	6
— of any other Country, the cwt.	1	18	6	1	15	0
— of any <i>British</i> Colony in <i>America</i> , to be secured in Warehouses, the cwt.	0	3	6	0	3	6
— of any other Place, to be secured in Warehouses, the cwt.	0	3	6			
Coffee taken out of such Warehouse for Home-Consumption, the cwt.	1	15	0			
Comfits, the pound	0	0	6	0	0	5
Copper, viz. Ore, the cwt.	0	0	9	0	0	7
— unwrought, viz. Copper, Bricks, Rose Copper, Copper Coin, &c. and Cast Copper, the cwt.	0	10	6	0	10	3
— unwrought, viz. Copper in Plates, the cwt.	0	16	0	0	15	9
— part wrought, viz. Bars, Rods, or Ingots, hammered or raised, the cwt.	2	0	2	1	17	2
Copperas, green, the cwt.	0	1	8			
Cordage, the cwt.	0	8	6			
Cork, the cwt.	0	3	8	0	3	3
Corks ready made, the gross containing 12 doz.	0	0	6	0	0	5

Corn



IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Drugs continued</i>						
Angelica, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Antimonium Crudum, the cwt.	0	4	8			
Antimonium præparatum, or Stibium, the pound	0	0	1	0	0	0 $\frac{1}{2}$
Aqua Fortis, the cwt.	0	4	8			
Argentum Sublime, or Quicksilver, the pound	0	0	8	0	0	6
Aristolochia, the pound	0	0	3	0	0	2
Arsenick White, or Yellow, or Rosalgar, the cwt.	0	4	8			
Afarum Roots, the pound	0	0	3	0	0	2
Aspalathus, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Asafætida, from the Place of its Growth, or by the East-India Company, the lb.	0	0	3	0	0	2
— from any other Place, the pound	0	0	9	0	0	6
Auriculæ Judæ, the pound	0	0	3	0	0	2
Baccæ Alkekengi, the pound	0	0	3	0	0	2
Balaustium, the pound	0	0	3	0	0	2
Balsam Artificial and Natural, the pound	0	1	6	0	1	0
Balsam, viz. Canada Balsam, the pound	0	0	3	0	0	2
Balsam Copaivæ, or Copaiba, the pound	0	0	9	0	0	6
Barbadoes Tar, the pound	0	0	1	0	0	0 $\frac{1}{2}$
Barley hulled, or Pearl Barley, the cwt.	0	8	10	0	6	0
Bayberries, the cwt.	0	4	8			
Bdellium, from the Place of its Growth, or by the East- India Company, the pound	0	0	3	0	0	2
— from any other Place, the pound	0	0	9	0	0	6
Ben-album, or Rubrum, the pound	0	0	5	0	0	3 $\frac{1}{2}$
Benjamin, the pound	0	0	6	0	0	4
Bezoar Stones, of the West-Indies, oz. Troy	0	0	9	0	0	6
— imported by the East-India Company	0	2	6	0	1	8
Bitumen Judaicum, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Black Lead, the cwt.	0	6	8	0	4	5
Bolus Communis, or Armoniacus, the cwt.	0	3	6	0	2	4
Bolus Verus, or fine Bole, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Borax in Paste or unrefined, the pound	0	0	3	0	0	2
Borax refined, the pound	0	1	0	0	0	8
Calamus, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Cambogium, or Gutta Gambæ, the pound	0	0	6	0	0	4
Camphire unrefined, from the Place of its Growth, or by the East-India Company, the pound	0	0	8	0	0	5 $\frac{1}{2}$
— from any other Place, the pound	0	2	0	0	1	4
Camphire refined, from the Place of its Growth, or by the East-India Company, the pound	0	0	4	0	0	2 $\frac{1}{2}$
— from any other Place, the pound	0	1	0	0	0	8
Cancroculum Oculi, or Crab's Eyes, the pound	0	0	6	0	0	4
Cantharides, the pound	0	1	0	0	0	8
Capita Papaverum, the thousand	0	1	8	0	1	1
Cardamoms, the pound	0	0	9	0	0	6
Carlina, the pound	0	0	3	0	0	2
Carpo balsamum, the pound	0	0	9	0	0	6
Carrabe, or Succinum, the pound	0	0	3	0	0	2
Carraway Seeds, the cwt.	0	5	0	0	3	4
Carthamus Seeds, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Cassia Buds, the pound	0	0	4	0	0	2 $\frac{1}{2}$
Cassia Fistula, the pound	0	0	3	0	0	2
Cassia Lignea, the pound	0	0	4	0	0	2 $\frac{1}{2}$
Castor Oil, the gallon	0	2	0	0	1	4

Castor



OF THE CUSTOMS

## IMPORT

*Drugs continued*

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Drugs continued</i>						
Castorum, or Beaver Cods, the pound	0	2	0	0	1	4
Cerussa, the cwt.	0	7	0	0	4	8
Cetrach, the pound	0	0	3	0	0	2
Chamaepitys, the pound	0	0	2	0	0	1
Chela Cancrocris, the pound	0	0	1	0	0	0
China Root, from the Place of its Growth, or by the East-India Company, the pound	0	0	5	0	0	3
— from any other Place, the pound	0	1	3	0	0	10
Cinabrium, or Vermillion, the pound	0	0	7	0	0	4
Cinnabaris Nativa, the pound	0	1	0	0	0	8
Ciperi Noces, the pound	0	0	2	0	0	1
Ciperus, the cwt.	0	7	4	0	4	11
Citrargo, the pound	0	0	3	0	0	2
Civet, the ounce Troy	0	2	0	0	1	4
Coculus India, from the Place of its Growth, or by the East-India Company, the pound	0	0	5	0	0	3
— from any other Place, the pound	0	1	3	0	0	10
Colophonia, the cwt.	0	3	3	0	2	2
Coloquintida, from the Place of its Growth, or by the East-India Company, the lb.	0	0	6	0	0	4
— from any other Place, the pound	0	1	6	0	1	0
Columba Root, the pound	0	0	6	0	0	4
Copperas Blue, the cwt.	0	2	4			
Copperas White, the cwt.	0	4	8			
Coral White or Red for physical Uses, in Fragments, the pound	0	0	3	0	0	2
Coral whole, unpolished, the pound	0	1	6	0	1	0
Coral whole, polished, the pound	0	3	0	0	2	0
Coriander Seeds, the cwt.	0	4	5	0	2	11
Cornu Cervi Calcinatedum, the pound	0	0	3	0	0	2
Cortex Cariophyllorum, the pound	0	0	2	0	0	1
Cortex Elutheria, the cwt.	0	9	6	0	6	4
Cortex Guaiaici, the cwt.	0	13	3	0	8	10
Cortex Limonum, vel Aurantiorum, the lb.	0	0	1	0	0	0
Cortex Peruvianus, or Jesuits' Bark, the lb.	0	0	9	0	0	6
Cortex Simarouba, the lb.	0	0	3	0	0	2
Cortex Tamarisci, the pound	0	0	2	0	0	1
Cortex Winteranus, the pound	0	0	2	0	0	1
Cortex Dulcis et Amarum, the pound	0	0	4	0	0	2
Cowage, the pound	0	0	4	0	0	2
Cream of Tartar, the cwt.	0	4	8			
Crystal in broken Pieces, the pound	0	0	3	0	0	2
Cubebs, the pound	0	0	2	0	0	1
Cummin Seeds, the cwt.	0	7	4	0	4	11
Cuscuta, the pound	0	0	3	0	0	2
Cyclamen, or Panis Porcinus, the pound	0	0	3	0	0	2
Daucus Creticus, the pound	0	0	3	0	0	2
Dens Equi Marini, the pound	0	0	3	0	0	2
Diagredium, or Scammony, from the Place of its Growth, or by the East-India Company, the pound	0	2	6	0	1	8
— from any Place, the pound	0	7	6	0	5	0
Diptamus Leaves and Roots, the pound	0	0	3	0	0	2
Doronicum, the pound	0	0	6	0	0	4
Eborus Rasura, the pound	0	0	1	0	0	0
Eleborus, the pound	0	0	1	0	0	1

## Epithymum

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Drugs continued</i>						
Epithymum, the pound	0	0	3	0	0	2
Essence of Lemons, the pound	0	2	0	0	1	4
Euphorbium, the pound	0	0	2	0	0	1½
Fechia Brugiatæ, the cwt.	0	3	0	0	2	0
Fennel Seeds, the pound	0	0	1½	0	0	1
Fenugreek, the cwt.	0	3	4	0	2	3
Flores Chamæmeli, the pound	0	0	1½	0	0	1
Flores Meliloti, the pound	0	0	1½	0	0	1
Folium Indiæ, the pound	0	0	6	0	0	4
Fox Lungs, the pound	0	0	8	0	0	5½
Frankincense, the cwt.	0	4	8	0	3	2
Galanga, from the Place of its Growth, or by the East-India Company, the pound	0	0	2	0	0	1½
— from any other Place, the pound	0	0	6	0	0	4
Galbanum, from the Place of its Growth, or by the East-India Company, the pound	0	0	4	0	0	2½
— from any other Place, the pound	0	1	0	0	0	8
Gentiana, the pound	0	0	1	0	0	0½
Ginseng, the pound	0	0	8	0	0	5½
Grains of Guinea; see in G.	0	0	9	0	0	6
Grana Tinctorum, the pound	0	0	9	0	0	6
Granadilla Peruviana, the pound	0	0	6	0	0	4
Green Ginger, the pound	0	0	3	0	0	2
Guinea Pepper, the pound	0	0	3	0	0	2
um Animi, the pound	0	0	6			
Gum Arabic or Gum Senega, the cwt.	0	12	11			
Gum Senega, imported from Europe, the cwt.						
Gum Ammoniac, from the Place of its Growth, or by the East-India Company, the pound	0	0	4	0	0	2½
— from any other Place, the lb.	0	1	0	0	0	8
Gum Carannæ, the pound	0	0	9	0	0	6
Gum Copal, the pound	0	0	8	0	0	5½
Gum Elemi, the pound	0	0	2½	0	0	1½
Gum Guaiaci, the pound	0	0	9	0	0	6
Gum Hederæ, the pound	0	0	9	0	0	6
Gum Lac, viz. Cake Lac, the pound	0	0	1	0	0	0½
Gum Shellac, or Seed Lac, the pound	0	0	2	0	0	1½
Gum Sticklac, the pound	0	0	1			
See 8 Geo. I. cap. 15.						
Gum Opoponax, from the Place of its Growth, or by the East-India Company, the pound	0	1	4	0	0	11
— from any other Place, the pound	0	4	0	0	2	8
Gum Sandrake or Juniperi, the cwt.	0	7	0	0	4	8
Gum Sarcocolla, from the Place of its Growth, or by the East-India Company, the lb.	0	0	4	0	0	2½
— from any other Place, the pound	0	1	0	0	0	8
Gum Serapinum, or Sagepenum, from the Place of its Growth, or by the East-India Company, the pound	0	0	4	0	0	2½
— from any other Place, the pound	0	0	1	0	0	8
Gum Tacmahaca, the pound	0	0	9	0	0	6
Gum Tragacanth, from the Place of its Growth, or by the East-India Company, the pound	0	0	3	0	0	2
— from any other Place, the pound	0	0	9	0	0	6
Hermodactylus, the pound	0	0	3	0	0	2
Horn of Harts or Stags, the 100 Horns	0	6	8	0	4	5
Hypocistis, the pound	0	0	5	0	0	3½

Jalap

## OF THE CUSTOMS

IMPORT	Duty	Drawbacks on Export.
	£. s. d.	£. s. d.
<i>Drugs continued</i>		
Jalap, the pound	0 0 9	0 0 6
Incense, or Olibanum; see Olibanum		
Ireos, the cwt.	0 14 0	0 9 4
Iſinglaſs, the pound	0 0 0 $\frac{1}{4}$	
Jujubes, the pound	0 0 2	0 0 1 $\frac{1}{2}$
Juniper Berries, the cwt.	0 4 5	0 3 3
Labdanum, or Lapadonum, the pound	0 0 3	0 0 2
— if not imported directly from the Place of its Growth, the pound	0 0 0	0 0 6
Lapis Calaminaris, the cwt.	0 3 8	
Lapis Contrayervæ, the ounce	0 0 9	0 0 6
Lapis Hamaticus, the pound	0 0 2	0 0 1 $\frac{1}{2}$
Lapis Hibernicus, the cwt.	0 6 4	0 4 2
Lapis Hyacinthi, the pound	0 0 6	0 0 4
Lapis Judaicus, the pound	0 0 3	0 0 2
Lapis Lazuli, the pound	0 0 0	0 0 4
Lapis Magnetis, the pound	0 0 3	0 0 2
Lapis Nephriticus, the pound	0 0 6	0 0 4
Lapis Ostiocola, the pound	0 0 2	0 0 1 $\frac{1}{2}$
Lapis Ruber, the pound,	0 0 3	0 0 2
Lapis Safforus, the pound	0 0 3	0 0 2
Lapis Smaragdus, the pound	0 0 3	0 0 2
Lapis Spodumene, the pound	0 0 3	0 0 2
Lapis Topazius, the pound	0 0 3	0 0 2
Lapis Tutia, the pound	0 0 3	0 0 2
Lavender Flowers, the pound	0 0 4	0 0 2 $\frac{1}{2}$
Leaves of Roses, the pound	0 0 3	0 0 2
Leaves of Violets, or Flowers, the pound	0 0 2	0 0 1 $\frac{1}{2}$
Lentiles, the pound	0 0 0 $\frac{1}{4}$	0 0 0 $\frac{1}{4}$
Lignum Aloes, the pound	0 0 6	0 0 4
Lignum Asphaltum, the pound	0 0 2	0 0 1 $\frac{1}{2}$
Lignum Nephriticum, the pound	0 0 6	0 0 4
Lignum Rhodium, the cwt.	0 7 0	0 4 8
Litharge of Gold, the cwt.	0 10 0	0 0 7
Litharge of Silver, the cwt.	0 0 8	0 0 5 $\frac{1}{2}$
Lupines, the cwt.	0 2 4	0 1 7
Lyntiscus, or Xylobalsamum, the pound	0 0 3	0 0 2
Madder Roots, the cwt.	0 4 8	
See 8 Geo. I cap. 15		
Manna, the pound	0 0 6	0 0 4
Marmalade, the pound	0 0 3	0 0 2
Mustich Red, from the place of its growth, or by the East-India Company, the lb.	0 0 3	0 0 2
— from any other place, the pound	0 0 9	0 0 6
Mustich White, from the place of its growth, or by the East-India Company, the pound	0 0 6	0 0 4
— from any other place, the pound	0 1 6	0 1 0
Mechoacana, the pound	0 0 6	0 0 4
Mercury Precipitate, the pound	0 0 9	0 0 6
— Sublimate, the pound	0 0 9	0 0 6
Millium Solis, the pound	0 0 2	0 0 1 $\frac{1}{2}$
Mirabolanes Condited, from the Place of its Growth, or by the East-India Company, the pound	0 0 2	0 0 1 $\frac{1}{2}$
— from any other Place the pound	0 0 6	0 0 4
Mirabolanes Dry, from the Place of its Growth, or by the East-India Company, the pound	0 0 1	0 0 0 $\frac{1}{2}$
— from any other Place, the pound	0 0 3	

Mithridate

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IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Drugs continued</i>						
Mithridate Venetiæ, the pound	0	1	6	0	1	0
Mother of Pearl Shells, rough, the pound	0	0	4	0	0	2½
Musk, the ounce Troy	0	2	0	0	1	4
Myrrh, from the place of its Growth, or by the East-India Company, the pound	0	0	6	0	0	4
— from any other place, the pound	0	1	6	0	1	0
Myrtle Berries, the pound	0	0	2	0	0	1½
Nardus Celtica, or Spica Romana, the cwt.	0	9	4	0	6	2
Nitrum, the pound	0	0	5	0	0	3½
Nutmegs Condited, the pound	0	0	10	0	0	7
Nux de Benne, the pound	0	0	2	0	0	1½
Nux Cupressi, the pound	0	0	2	0	0	1½
Nux Indica, the piece	0	0	1	0	0	0½
Nux Vomica, the pound	0	0	1½	0	0	1
Oil of Almonds, the pound	0	0	3	0	0	2
Oil of Amber, the pound	0	0	6	0	0	4
Oleum Anisi, the pound	0	1	6	0	1	0
Oil of Bay, the cwt.	0	8	9	0	5	10
Oleum Cariophyllorum, the pound	0	2	6	0	1	8
Oleum Carui, the pound	0	0	6	0	0	4
Oleum Cinnamon, the ounce Troy	0	1	6	0	1	0
Oleum Juniperi, the pound	0	0	6	0	0	4
Oil of Mace, the pound	0	1	4	0	0	1½
Oleum Nucis Muschatae Liquidum, the lb.	0	2	0	0	1	4
Oleum Origan, the pound	0	1	3	0	0	10
Oleum Palmæ, the cwt.	0	7	0	0	4	8
Oleum Petrolium, the pound	0	0	3	0	0	2
Oleum Rhodii, the pound	0	5	0	0	3	4
Oil of Rosemary, the pound	0	0	9	0	0	6
Oleum Sassafras, the pound	0	1	0	0	0	8
Oil of Spike, the pound	0	0	4	0	0	2½
Oleum Thymæ, the pound	0	1	3	0	0	10
Oil of Turpentine, the pound	0	0	1½	0	0	0½
Oleum Vitrioli, the pound	0	0	1	0	0	0½
Oil, viz. Chemical Oils not otherwise enumerated, the pound	0	0	7½	0	0	5
Orange Jessamine, and perfumed Oils, not otherwise enumerated, the pound	0	1	6	0	1	0
Olibanum or Incense, from the place of its Growth, or by the East-India Company, the cwt.	1	1	0	0	14	0
— from any other place, the cwt.	3	3	0	2	2	0
Opium, from the place of its Growth, or by the East-India Company, the pound	0	1	6	0	1	0
— from any other place, the pound	0	4	6	0	3	0
Orange-flower Ointment, the pound	0	0	6	0	0	4
Orange-flower Water, the gallon	0	1	0	0	0	8
Origanum, the pound	0	0	1½	0	0	1
Orpiment or Auripigmentum, the cwt.	0	8	9	0	5	10
Pearl beaten, the ounce Troy	0	0	6	0	0	4
Pellitory, the pound	0	0	1	0	0	0½
Pepper Long, the pound	0	0	2½	0	0	1½
Pæony Seeds, the pound	0	0	1½	0	0	1
Pistachias, or Nux Pistachia, the pound	0	0	3	0	0	2
— if not imported directly from the place of its Growth, the pound	0	0	9	0	0	6
Pix Burgundia, or Rhinehurst, the cwt.	0	6	4	0	4	2
Polypodium, the pound	0	0	1	0	0	0½

Polium

IMPORT	Duty			Drawbacks on Export.		
<i>Drugs continued</i>	£.	s.	d.	£.	s.	d.
Polium Montanum, the pound	-	0	0	1½	0	0
Pomegranate Peels, the cwt.	-	0	4	8	0	0
Pomholix, the pound	-	0	0	1	0	0
Poppy Seeds, the pound	-	0	0	1½	0	0
Prunelloes, the pound	-	0	0	3	0	0
Psyllium, the pound,	-	0	0	1½	0	0
Radix-Bistortæ, the cwt.	-	0	4	8	0	3
Radix Cassiamunair, or Ryfagon, the pound	-	0	0	4	0	0
Radix Contrayervæ, the pound	-	0	0	6	0	0
Radix-Enulæ Campanæ, the cwt.	-	0	6	4	0	4
Radix Eringii, the pound	-	0	0	1½	0	0
Radix Efulæ, the pound	-	0	0	2½	0	0
Radix Ipecacuanhæ, the pound	-	0	1	8	0	1
Radix Mei Athamantici, the pound	-	0	0	1½	0	0
Radix Phu, the pound	-	0	0	1½	0	0
Radix Scorcionera, the pound	-	0	0	3	0	0
Radix Seneca, the pound	-	0	0	2	0	0
Radix Serpentaria, the pound	-	0	0	9	0	0
Radix Tormentillæ, the cwt.	-	0	3	2	0	2
Red Lead, the cwt.	-	0	3	8	0	2
Refina Jalapii, the pound	-	0	3	2	0	2
Refina Scammonii, the pound	-	0	3	2	0	2
Rhabarbarum, or Rhubarb, the pound	-	0	1	6	0	1
Rhinehurst; see Pix Burgundiæ	-					
Saccharum Saturni, the pound	-	0	0	3	0	0
Saffron, the pound	-	0	2	6	0	1
Sago, the pound	-	0	0	3	0	0
Sal Alkali, the pound	-	0	0	6	0	0
Sal Ammoniacum, the cwt.	} See 8 Geo. I. cap. 15.	0	4	8	0	0
Sal Gem, the cwt.		0	4	8		
Sal Nitri, the pound	-	0	0	4	0	0
Sal Prunellæ, the pound	-	0	0	2	0	0
Sal Succini, the pound	-	0	1	2	0	0
Sal Tamarisci, the pound	-	0	1	2	0	0
Sal Tartari, the pound	-	0	0	3	0	0
Sal Vitrioli, the pound	-	0	0	3	0	0
Sal Volatile Ammoniaci, the pound	-	0	0	6	0	0
Sal Volatile Cornu Cervi, the pound	-	0	0	6	0	0
Salap, or Salop, the pound	-	0	0	3	0	0
— if not imported directly from the place of its						
Growth, the pound	-	0	0	9	0	0
Sandracha. See Gum Sandrake.						
Sanguis Draconis, from the place of its Growth, or by						
the East-India Company, the pound	-	0	0	8	0	0
— from any other place, the pound	-	0	2	0	0	1
Sanguis Hirçii, the pound	-	0	0	2	0	0
Saraparilla, the pound	-	0	0	8	0	0
Sassafras Wood or Roots, the cwt.	-	0	2	4	0	1
Saunders Red, the cwt.	-	0	4	8		
See 8 Geo. I. cap. 15.						
Saunders White and Yellow, the pound	-	0	0	3	0	0
Scammony. See Diagredium.						
Scincus Marinus, each	-	0	0	1	0	0
Scordium, the pound	-	0	0	1	0	0
Sebestines, the pound	-	0	0	2	0	0
Seeds for Gardens, the pound	-	0	0	1½	0	0

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IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Drugs continued</i>						
Seler Montanus, the pound	0	0	1 $\frac{1}{2}$	0	0	1
Semen Cucumeris, Cucurb Citrol Melon, lb.	0	0	1 $\frac{1}{2}$	0	0	1
Senna, from the Place of its Growth, or by the <i>East-India</i> Company, the pound	0	0	6	0	0	4
— from any other place, the pound	0	1	6	0	1	0
Sperma Ceti, coarse and oily, the cwt.	0	17	8	0	11	9
— in <i>British</i> built Ships, duty free						
See 26 Geo. III. cap. 41, and cap. 50.						
Sperma Ceti, fine, the pound	0	0	8	0	0	5 $\frac{1}{2}$
Spikenard, the pound	0	1	4	0	0	11
Spiritus Cornu Cervi, the pound	0	0	8	0	0	5 $\frac{1}{2}$
Spiritus Vitrioli, the pound	0	0	1	0	0	0 $\frac{1}{2}$
Sponge, the pound	0	0	9	0	0	6
— if not imported directly from the place of its Growth, the pound	0	2	3	0	1	6
Squilla, the cwt.	0	2	6	0	1	8
Squinanthum, the pound	0	0	4	0	0	2 $\frac{1}{2}$
— if not imported directly from the place of its Growth, the pound	0	1	0	0	0	8
Staphisager, the cwt.	0	8	9	0	5	10
Stachados, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Storax Calamita, from the place of its Growth, or by the <i>East-India</i> Company, the pound	0	0	9	0	0	6
— from any other Place, the pound	0	2	3	0	1	6
Storax Liquida, the pound	0	0	4	0	0	2 $\frac{1}{2}$
— if not imported directly from the place of its Growth, the pound	0	1	0	0	0	8
Succus Liquoritiæ, the cwt.	0	8	0			
Sulphur Vivum, the cwt.	0	6	8	0	4	5
Talc Green, or White, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Tamarinds, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Tapioca, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Tartarum Vitriolatum, the pound	0	0	3	0	0	2
Terra Japonica, the pound	0	0	4	0	0	2 $\frac{1}{2}$
Terra Lemnia, or Sigillata, the pound	0	0	6	0	0	4
Thlaspii Semen, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Turnfall, the cwt.	0	4	8			
Treacle, common, the pound	0	0	4	0	0	2 $\frac{1}{2}$
Treacle of <i>Venice</i> , the pound	0	1	6	0	1	0
Turbith, from the place of its Growth, or by the <i>East-India</i> Company, the pound	0	1	0	0	0	8
— from any other Place, the pound	0	3	0	0	2	0
Turbith Thapliæ, the pound	0	0	5	0	0	3 $\frac{1}{2}$
Turmeric, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Turpentine, common, the cwt.	0	2	3	0	1	6
Turpentine of <i>Venice</i> , Scio, or Cyprus, the lb.	0	0	4	0	0	2 $\frac{1}{2}$
Turpentine of <i>Germany</i> , or of any other Place, not otherwise enumerated, the cwt.	0	12	9	0	8	6
Verdigrise, common, the pound	0	0	3			
Verdigrise, crystallized, the pound	0	1	0			
Vernith, the cwt.	0	8	9	0	5	10
Viscus Quercius, the pound	0	0	10	0	0	7
Vitriolum Romanum, the pound	0	0	2	0	0	1 $\frac{1}{2}$
— if not imported directly from the place of its Growth, the pound	0	0	6	0	0	4
Umbel, the cwt.	0	4	5	0	2	11
						Ungulæ

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Drugs continued</i>						
Ungulae Alcis, the 100 hoofs	0	3	3	0	2	2
White Lead, the cwt.	0	4	5	0	2	11
Worm Seeds, from the Place of their Growth, or by the East-India Company, the pound	0	0	6	0	0	4
— from any other Place, the pound	0	1	6	0	1	0
Zedoaira, from the Place of its Growth, or by the East- India Company, the pound	0	0	6	0	0	4
— from any other Place, the pound	0	1	6	0	1	0
<b>EAST-INDIA Goods, viz. Arrangoes, for every</b>						
100 <i>l.</i> of the Value thereof, according to the Price						
at which they shall be sold at the public Sales of the						
<i>East-India Company</i>						
China Ware, for every 100 <i>l.</i> ditto, ditto, ditto,	31	13	4	29	16	0
Cotton Manufactures, not otherwise described, for every	47	10	0	45	5	0
100 <i>l.</i> ditto, ditto, ditto	50	0	0	48	10	0
Cowries, for every 100 <i>l.</i> ditto, ditto, ditto	31	13	4	29	16	0
Drugs manufactured, not otherwise described, for	40	0	0	38	6	3
every 100 <i>l.</i> ditto, ditto, ditto	31	0	0	29	2	6
Drugs unmanufactured, not otherwise described, for	49	10	0	47	0	0
every 100 <i>l.</i> ditto, ditto, ditto	18	0	0	10	0	0
Japanned, or Lacquered Wares, for every 100 <i>l.</i> ditto	5	0	0			
ditto, ditto				5	0	0
Muslins, plain, Naakin Cloth, Muslins or White Cal- licoes, flowered or stitched, for every 100 <i>l.</i> ditto,						
ditto, ditto						
Tea, for every 100 <i>l.</i> ditto, ditto, ditto						
Tea, exported to <i>Ireland</i> , or any of the <i>British</i> Colonies						
in <i>America</i> , ditto, ditto, ditto						
Sec 25 <i>Geo.</i> III. cap. 74.						
N. B. Tea is also subject to the Duty of Excise.						
Goods, Wares, and Merchandize prohibited to be used						
in <i>Great-Britain</i> , for every 100 <i>l.</i> ditto, ditto, ditto						
on Exportation to <i>Africa</i> , except to the Island of						
<i>Madeira</i> , the Canary Islands the Azores, or Western Isles.						
Allejars, the piece	0	0	7			
Bejutapants, the piece	0	1	0			
Byrampants, the piece	0	0	9			
Blue Long Cloths, the piece	0	2	0			
Brawles, the piece	0	0	2			
Callaway-Pores, the piece	0	0	9			
Cushtaes, the piece	0	0	7			
Coopers, the piece	0	0	7			
Chinto, the piece	0	0	9			
Chelloes, the piece	0	0	9			
Cotton Romals, the piece	0	0	6			
Guinea Stuffs, the piece	0	0	2			
Nicanées, Small, the piece	0	0	7			
Nicanées, Large, the piece	0	0	9			
Niganepants, the piece	0	1	0			
Photags, the piece	0	0	9			
Sastra Cundies, the piece	0	1	0			
Tapfeils, the piece	0	0	9			
Manufactured Goods, Wares, and Merchandize, not						
otherwise described, for every 100 <i>l.</i> ditto, ditto,	37	16	3	36	1	3
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IMPORT	Duty.			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>East-India Goods continued</i>						
Unmanufactured Goods, Wares, and Merchandize, not otherwise described, for every 100 <i>l.</i> ditto, ditto, ditto,	28	5	0	26	5	0
Earthen Ware, viz. Bricks, the thousand	-	0	7 2	0	6	8
Flanders Tiles, to scour with, the thousand	-	0	12 2	0	11	2
Galley Tiles, the Foot square	-	0	0 3	0	0	2½
Paving Tiles, not exceeding ten inches square, the thousand	-	1	9 9	1	8	3
Paving Tiles, above 10 inches square, 1000	-	2	6 3	2	4	9
Pan Tiles, the thousand	-	2	12 10	2	8	10
Earthen Ware, not otherwise enumerated, for every 100 <i>l.</i> of the Value thereof	-	41	16 0	36	11	0
— <i>French</i> ; see Porcelain.						
Ebony; see Wood						
Eels; see Fish.						
Eggs; the hundred, containeng six score	-	0	0 5	0	0	4
Elephants' Teeth, the cwt.	-	1	6 5	1	4	5
— imported by the <i>East-India</i> Company, the cwt.	-	1	10 10	1	8	10
Enamel, the pound	-	0	3 4	0	1	6
<b>F</b> EATHERS, viz. For Beds, the cwt.						
— of <i>Muscovy</i> or <i>Russia</i> , imported in Foreign Ships, the cwt.	-	1	6 5	1	3	5
Ostrich or Estridge Feathers, dressed, the lb.	-	1	8 1	1	3	5
— undressed, the pound	-	0	8 10	0	7	10
— undressed, the pound	-	0	4 5	0	3	11
Fins of Whales; see Whale Fins						
Fish, viz. Anchovies, the barrel, of 16 lbs.	-	0	2 1	0	1	10
Eels, viz. Quick Eels, the ship's Lading	-	4	13 6	3	18	6
Oysters, the bushel	-	0	0 6			
Stochfish, the 120	-	0	2 1	0	1	4
Sturgeon, the keg	-	0	3 4	0	2	11
Flannel, the yard	-	0	0 7	0	0	6
Flax, viz. dressed, in a <i>British</i> built Ship, the cwt.	-	5	4 6	4	17	0
— imported in a Foreign Ship, the cwt.	-	5	8 8	4	17	0
— rough, or undressed, imported in a <i>British</i> built Ship, the cwt.	-	0	4 10	0	4	7
— in a Foreign Ship, the cwt.	-	0	5 1	0	4	7
Flax, <i>Irish</i> , duty free;						
Flint Stones, for Potters, the ton	-	0	1 0			
Flocks, the cwt.	-	0	8 10	0	7	10
Frize of <i>Ireland</i> , the yard	-	0	0 6	0	0	5
Furrier's Waste, for making Glue, the cwt.	-	0	5 0			
Furs;						
<b>G</b> ARNETS, viz. rough, the pound						
— imported by the <i>East-India</i> Company, the pound	-	0	4 5	0	3	11
— Cut, the pound	-	0	5 6	0	5	0
— imported by the <i>East-India</i> Company, the pound	-	0	13 3	0	11	9
Galls, the cwt.	-	1	9 9	1	8	3
Gauzes, of all Sorts, <i>French</i> , imported directly into <i>Great-Britain</i> , for every 100 <i>l.</i> of the Value	-	10	0 0			
Glass, viz. Bottles; see Bottles.						
— Broken, to be re-manufactured, the cwt.	-	0	1 3	0	1	0
Glass, <i>French</i> , imported directly into <i>Great-Britain</i> , for every 100 <i>l.</i> of the Value thereof	-	12	0 0			

## OF THE CUSTOMS.

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
Glass Manufactures, not otherwise enumerated, for every 100l. of the Value thereof	60	0	0	43	0	0
N. B. Subject also to a Duty of Excise.						
Glover's Clippings, to make Glue, the cwt.	0	1	4 $\frac{1}{2}$	0	1	3
Glue, the cwt.	0	4	5	0	3	11
Grain, or Scarlet Powder, the pound	0	0	9	0	0	7
Grain of Seville, in berries, and Grains of <i>Portugal</i> , or Rotta, the pound	0	0	4 $\frac{1}{2}$	0	0	3 $\frac{1}{2}$
Grains, viz. Guinea Grains, the pound	0	0	2	0	0	1 $\frac{1}{2}$
Graves for Dogs, the cwt.	0	0	11	0	0	10
<b>G</b> ROCERY, viz. Almonds, viz. Jordan, the cwt.	2	6	3	2	3	3
— of any other Sort, except bitter Almonds, the cwt.	1	3	2	1	1	8
— Bitter; see Drugs.						
Anniseeds, the cwt.	1	3	2	1	1	8
Cinnamon, the pound	0	4	5	0	4	0
Cloves, the pound	0	0	8	0	2	5
Currents, in a <i>British</i> built Ship, the cwt.	1	3	4	1	1	9
— in a Foreign Ship, the cwt.	1	4	10	1	1	9
Dates, the cwt.	2	6	3	2	3	3
Figs, in a <i>British</i> built Ship, the cwt.	0	12	10	0	12	0
— in a Foreign Ship, the cwt.	1	13	4	0	12	0
Ginger, of the <i>British</i> Plantations, the cwt.	0	11	0	0	10	6
— not of the <i>British</i> Plantations, the cwt.	1	8	0	1	6	0
Liquorice Powder, the cwt.	2	12	1	2	11	1
— Root, the cwt.	1	8	10	1	8	0
Mace, the pound	0	4	0	0	3	8
Nutmegs, the pound	0	2	0	0	1	10
Pepper, imported by the <i>East-India</i> Company, to be warehoused, the pound	0	0	0 $\frac{1}{2}$			
— taken out for home Consumption, the pound	0	0	6			
Pimento, of the <i>British</i> Plantations, the pound	0	0	3	0	0	2 $\frac{1}{2}$
— of any other Place, the pound	0	0	6	0	0	5 $\frac{1}{2}$
Plumbs Dried, the pound	0	0	3	0	0	2 $\frac{1}{2}$
Prunes, the cwt.	0	12	5	0	8	3
Raisins of the Sun, imported in a <i>British</i> built Ship, the cwt.	0	18	3	0	17	6
— imported in a Foreign Ship, the cwt.	0	19	1	0	17	6
— Smyrna, imported in a <i>British</i> built Ship, the cwt.	0	11	5	0	10	10
— in a Foreign Ship, the cwt.	0	11	8	0	10	10
— Faro, or Lexia, imported in a <i>British</i> built Ship, the cwt.	0	8	0	0	7	8
— in a Foreign Ship, the cwt.	0	8	1	0	7	8
— Lipra, or Belvidere, imported in a <i>British</i> built Ship, the cwt.	0	8	3	0	7	11
— in a Foreign Ship, the cwt.	0	8	5	0	7	11
— Denia, and all other Raisins, not otherwise enumerated, imported in a <i>British</i> built Ship, the cwt.	0	7	1	0	6	10
— in a Foreign Ship, the cwt.	0	7	2	0	6	10
Sugar Candy, Brown, the cwt.	2	15	0	2	10	0
— imported by the <i>East-India</i> Company, the cwt.	4	19	0	4	14	0
— White, the cwt.	4	2	6	3	15	0
— imported by the <i>East-India</i> Company, the cwt.	7	8	6	7	1	0
Sugar, viz. Refined, the cwt.	4	18	8	4	10	2
— Brown and Muscovado, not of the <i>British</i> Plantations, the cwt.	1	7	2	1	5	2

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IMPORT		Duty	Drawbacks on Exports
		£. s. d.	£. s. d.
<i>Grocery continued.</i>			
Sugar, of the <i>British</i> Plantations, the cwt.		0 12 4	0 12 4
— White, not of the <i>British</i> Plantations, the cwt.		2 5 6	2 1 10
— of the <i>British</i> Plantations, the cwt.		1 9 0	1 9 0
— White, from any of the <i>British</i> Colonies on the Continent of <i>America</i> , to be warehoused, the cwt.		9 0 3	
— when taken out of such Warehouse, in order to be used in this Kingdom, the cwt.		1 6 11	
Gunpowder, viz. cornpowder, the cwt.		1 15 3	1 11 3
— Serpentine Powder, the cwt.		1 2 0	0 19 6
<b>H</b> AIR, viz. Camel's, the pound		0 0 8	0 0 7
— Cow or Ox, or of Elks, the cwt.		0 8 3	0 7 6
— Goats, viz. <i>Carmenia</i> Wood, the pound		0 0 8	0 0 7
— imported by the <i>East-India</i> Company, the pound		0 0 9	0 0 8
See 24 Geo. III. Seff. 2. cap. 21.			
— Horse, the pound		0 0 9	0 0 8
— Human, the pound		0 2 0	
Hams; see Bacon.			
Harp Strings, the gross, 12 dozen knots		2 6	0 5 2
Hats, viz. Baft or Straw Hats or Bonnets, each Hat or Bonnet not exceeding 22 Inches in Diameter, the dozen		0 4 9	0 2 6
— exceeding 22 Inches Diameter, the dozen		0 5 6	0 5 0
Chip, Cane, or Horse-hair Hats or Bonnets, each Hat or Bonnet not exceeding 22 Inches in Diameter, the dozen		0 3 6	0 3 1½
— each exceeding 22 Inches in Diameter, the dozen		0 7 0	0 6 3
— Made of, or mixed with, felt, hair, wool, or beaver the hat		2 4 0	1 19 0
Hay, the Load, 36 Trusses, each 56lbs.		0 11 0	0 10 0
Heath, for Brushes, the cwt.		0 4 5	0 3 11
Hemp, viz. drest, imported in a <i>British</i> built Ship, the cwt.		2 4 0	1 19 0
— in a Foreign Ship, the cwt.		2 6 9	1 19 0
Hemp, rough or undrest, imported in a <i>British</i> built Ship, the cwt.		0 3 8	0 3 4
— in a Foreign Ship, the cwt.		0 3 11	0 3 4
Hemp of <i>Ireland</i> , or <i>British</i> Plantations in <i>America</i> ; Duty free			
Hides and Skins, and Pieces, tanned, tawed, or dressed, not otherwise enumerated, for every 100l. of the Value thereof		77 0 0	25 0 0
Hides, viz. Cow or Ox, in the Hair, the piece		0 0 9	0 0 8
See 9 Geo. III. cap. 39. and 21 Geo. III. cap. 29.			
— Cow or Ox, tanned, the pound		0 0 5	
Of Horses, Mares, &c. in the Hair, the piece		0 0 9	0 0 8
— tanned, the pound		0 0 5½	
— Indian, undressed, the piece		0 1 2	0 1 0½
— Losh Hides, the pound		0 0 10	
— Of <i>Muscovy</i> or <i>Russia</i> , tanned, the pound		0 0 8	
Hones, the 100, containing 5 score		0 11 0	0 10 0
Honey, the barrel, containing 42 gallons		0 8 10	0 7 10
Hoops of Iron, for Casks, the cwt.		0 11 5	
— of Wood, for Coopers, the thousand		0 5 11	0 5 3
Hops, the cwt.		5 18 10	4 3 4
Horns of Cows or Oxen, the 100		0 1 10	0 1 8

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Horn



IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
Horn Tips, the 100, containing 5 score	0	0	7	0	0	6
Horses, Mares, or Geldings, each	2	4	0	1	19	0
Hosiery, <i>French</i> ; see Cotton and Woollen.						
<b>JAPPANED or Lacquered Ware: see East-India Goods.</b>						
Jet, the pound	0	0	9	0	0	8
Incle unwrought, or short spinnel, the pound	0	0	3			
— wrought, the dozen pound	1	9	4	1	5	4
Indico, the pound	0	0	6			
Ink for Printers, the cwt.	0	8	10	0	7	10
Iron, viz. in Bars, or unwrought, of <i>Ireland</i> , the ton	1	10	10	1	7	4
— of <i>Muscovy</i> or <i>Russia</i> , imported in a Foreign Ship, the ton	3	9	1	2	12	8
— of any other Country, in a Foreign Ship, the ton	3	7	2	2	12	8
— of any other Country, imported in a <i>British</i> built Ship, the ton	2	16	2	2	12	8
— of <i>Ireland</i> , slit, or hammered into rods, the cwt.	0	4	5	0	3	11
— of any Country, slit, or hammered into rods, less than $\frac{1}{2}$ of an inch square, imported in a <i>British</i> built Ship, the cwt.	0	9	11	0	9	5
— in Foreign Ships, the cwt.	0	10	3	0	9	5
— Hoops; see Hoops.						
— Ore, the ton	0	2	9	0	2	6
— Old, broken, and old cast Iron, the ton	0	13	9	0	12	6
— Pig, the ton	0	5	6	0	5	0
— Wire; see Wire.						
Articles of <i>French</i> Manufacture, made entirely or in part of Iron and Steel, not exceeding in Value 2 <i>l.</i> 10 <i>s.</i> the cwt. and imported directly into <i>Great-Britain</i> , in <i>French</i> or <i>British</i> built Ships, for every 100 <i>l.</i> of the Value thereof	5	0	0			
— exceeding in Value 2 <i>l.</i> 10 <i>s.</i> the cwt. and all Buckles, Buttons, Knives, or Scissars, and all other Articles of Hardware or Cutlery, and all Articles composed of Copper or Brass, separately or mixed, imported directly into <i>Great-Britain</i> , in <i>French</i> or <i>British</i> built Ships, for every 100 <i>l.</i> of the Value thereof	10	0	0			
Juice of Lemons, the ton, 252 gallons	3	10	5	3	6	5
— Limes, the gallon	0	0	3	0	0	2
Ivory, the pound	0	2	3	0	2	0
<b>KELP</b> , the ton	0	16	6	0	15	0
<b>LACE</b> , viz. Bone Lace of Thread, 12 yards	0	17	8	0	15	8
— Lamp Black, the cwt.	1	15	3	1	13	3
Latten, viz. Black, the cwt.	0	13	3	0	12	3
— Shaven, the cwt.	1	2	0	1	0	4
Lead Ore, the ton	0	17	8	0	15	8
Lead, Black, Red, or White; see Drugs.						
Leather, viz. Leather Manufactures, or any Manufacture whereof Leather is the most valuable Part, for every 100 <i>l.</i> of the Value	77	0	0	25	0	0
Leaves of Gold, the 100 Leaves	0	1	2	0	1	0

Lemons

IMPORT	Duty	Drawbacks on Export.
	£. s. d.	£. s. d.
Lemons and Oranges, the thousand	0 4 5	0 3 11
— pickled, the ton, 252 Gallons	1 15 3	1 13 3
Linen, viz. <i>Alexandria</i> , or <i>Turkey</i> , Plain, not exceeding 1 Yard in width, the ell	0 0 7	0 0 6
— exceeding 1 Yard in width, the ell	0 0 10	0 0 9
— Callicoes, viz. plain white, imported by the <i>East-India</i> Company, the piece	0 5 3	0 5 0
— each Piece to be of the Breadth of 1 Yard and $\frac{1}{4}$ or under, and 10 Yards or less long, and if above 1 Yard and $\frac{1}{4}$ broad, not to exceed 6 Yards in Length, or if longer to pay Duty in Proportion, see 4 and 5 Will. and Mary cap. 5.		
— and besides for every 100 <i>l.</i> of the Value according to the Price the same shall be publickly sold at the Sales of the <i>East-India</i> Company	16 10 0	
— if exported to <i>Africa</i>		16 10 0
— the <i>British</i> Colonies in <i>America</i>		11 15 0
— any other Places, if the said Goods shall have been printed or dyed in this Kingdom		16 10 0
— to any other Place, without having been printed or dyed in this Kingdom		14 10 0
Cambrics, <i>French</i> , imported directly from <i>France</i> , the demi-piece, not exceeding $7\frac{1}{2}$ Yards in Length, nor $\frac{3}{4}$ of a Yard in Breadth, or if exceeding $\frac{3}{4}$ of a Yard, and under 2 <i>l.</i> 10 <i>s.</i> in Value	0 5 0	
— exported to any <i>British</i> Colony in <i>America</i>		0 2 10
— exceeding $\frac{3}{4}$ of a Yard in Breadth, and being above the Value of 2 <i>l.</i> 10 <i>s.</i> the demi-piece of $7\frac{1}{2}$ Yards in Length, for every 100 <i>l.</i> of the Value thereof	10 0 0	
— exported to any <i>British</i> Colony in <i>America</i>		5 13 4
Cambric, <i>French</i> , imported and warehoused for Expor- tation, the demi-piece	0 0 6	
Canvas, viz. <i>Hessens</i> Canvas, or <i>Dutch</i> Barrats, the 120 ells	1 7 0	1 5 3
— Packing Canvas, Guttings, Spruce, Elbing, or Queenborough Canvas, the 120 ells	0 18 2	0 16 11
— Poldavies the Bolt, containing 28 ells	0 8 9	
Damask Tabling, <i>Dutch</i> or <i>French</i> , viz. not exceeding ell $\frac{1}{4}$ in Breadth, the yard	0 5 4	0 4 10
— above ell $\frac{1}{4}$ and under 2 Ells in Breadth, the yard	0 6 2	0 5 8
— from 2 Ells to 3 Ells, the yard	0 7 0	0 6 6
— of 3 Ells or more, the yard	0 10 4	0 9 10
— and Diaper Tabling, Towelling and Napkining of <i>Ireland</i> ; see <i>Irish</i> Cloth.		
— of <i>Russia</i> ; see Linen of <i>Russia</i> .		
— Tabling of <i>Silesia</i> , or of any other Place not enu- merated, the yard	0 1 3	0 1 1 $\frac{1}{2}$
— Towelling and Napkining, <i>Dutch</i> or <i>French</i> , the yard	0 1 11	0 1 8
— and Diaper Towelling and Napkining of <i>Silesia</i> , or of any other Place, not otherwise enumerated, the yard	0 0 5	0 0 4 $\frac{1}{2}$
Diaper Tabling, <i>Dutch</i> or <i>French</i> , viz. not exceeding Ell $\frac{1}{4}$ in Breadth, the yard	0 2 5	0 2 2
— above ell $\frac{1}{4}$ in breadth, and under 2 ells, the yard	0 2 10	0 2 6

Diaper

## OF THE CUSTOMS

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Linen continued.</i>						
Diaper of 2 Ells to 3 Ells, the yard	0	3	2	0	2	10
— of 3 Ells, or upwards, the yard	0	4	8	0	4	4
— Tabling of <i>Silefia</i> , or of any Place, not otherwise enumerated, the yard	0	1	1	0	0	11
Diaper Towelling and Napkinings, <i>Dutch</i> or <i>French</i> , the yard	0	0	10	0	0	8
Drillings and Packduck, the 120 ells	2	5	4	2	4	4
<i>Flanders</i> , <i>Holland</i> , and <i>French</i> Linen, plain, not otherwise enumerated, viz. not exceeding ell $\frac{1}{2}$ in Breadth, the ell	0	1	4	0	1	2
— above ell $\frac{1}{2}$ , and under 2 ells, the ell	0	1	7	0	1	5
— of 2 ells to 3 ells, the ell	0	1	9	0	1	7
— of 3 ells, or upwards, the ell	0	2	7	0	2	5
<i>German</i> , <i>Switzerland</i> , <i>East</i> Country, except <i>Russia</i> , and <i>Silefia</i> Cloth, Plain, viz. above the Breadth of 31 $\frac{1}{2}$ Inches, and not exceeding 36 Inches, the 120 ells	3	1	5	2	16	5
— above 36 Inches in Breadth, the 120 ells	4	14	5	4	9	5
— not above 31 $\frac{1}{2}$ Inches in Breadth, the 120 ells	1	4	7	1	2	7
<i>Hinderlands</i> Brown, viz. under 22 $\frac{1}{2}$ Inches in Breadth, the 120 ells	0	16	5	0	15	1
<i>Irish</i> Linen, chequered, stained, or dyed, imported under the 7th and 8th W. III. cap. 39. and 16 Geo. II. cap. 26. for every 100 <i>l.</i> of the Value thereof	49	10	0	49	10	0
<i>Irish</i> Cloth, Plain, not exceeding 36 Inches in Breadth, the 120 ells	0	12	4	0	11	4
— exceeding 36 Inches in Breadth, the 120 ells	2	5	4	2	4	4
Lawns, viz. <i>Silefia</i> and all others, plain, except <i>French</i> not bleached in <i>Holland</i> , the piece not exceeding 8 yards in length	0	3	1	0	2	10
— bleached in <i>Holland</i> , the piece not exceeding 8 yards	0	3	10	0	3	7
— <i>French</i> , imported directly into <i>Great-Britain</i> , viz. the demi-piece, not exceeding 7 $\frac{1}{2}$ yards in Length, nor 1 $\frac{1}{2}$ yard in Breadth, or exceeding 1 $\frac{1}{2}$ yard, and under 2 <i>l.</i> 10 <i>s.</i> in value	0	5	0	0	2	10
— exported to any <i>British</i> Colony in <i>America</i>				0	2	10
— exceeding 1 $\frac{1}{2}$ Yard in Breadth, and being above the Value of 2 <i>l.</i> 10 <i>s.</i> the demi-piece of 7 $\frac{1}{2}$ yards in Length, for every 100 <i>l.</i> of the Value thereof	10	0	0			
— exported to any <i>British</i> Colony in <i>America</i>				5	13	4
Lawns, <i>French</i> , imported and warehoused for Exportation, the demi-piece	0	0	6			
Oil Cloth, not exceeding yard wide, the ell	0	0	4	0	0	3
— exceeding yard wide, the ell	0	0	7	0	0	6
<i>Russia</i> Linen, Plain, viz. Towelling and Napkinings, not exceeding 22 $\frac{1}{2}$ Inches in Breadth, in a <i>British</i> built Ship, the 120 ells	0	15	5	0	14	2
— in a Foreign Ship, the 120 ells	0	16	1	0	14	2
<i>Russia</i> Linen, not otherwise enumerated, not exceeding 22 $\frac{1}{2}$ Inches in Breadth, in a <i>British</i> built Ship, the 120 ells	0	16	5	0	15	1
— in a Foreign Ship, the 120 ells	0	17	2	0	15	1
— exceeding 22 $\frac{1}{2}$ Inches in Breadth, and not exceeding 31 $\frac{1}{2}$ Inches, in a <i>British</i> built Ship, the 120 ells	1	4	7	1	2	7
— in a Foreign Ship, the 120 ells	1	5	8	1	2	7

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IMPORT	Duty.			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Linen continued.</i>						
<i>Russia</i> Linen exceeding 22½ Inches in Breadth, and not exceeding 31½ Inches, in a <i>British</i> built Ship, the 120 ells	1	4	7	1	2	7
— in a Foreign Ship, the 120 ells	1	5	8	1	2	7
— exceeding 31½ Inches in Breadth, and not exceeding 36 Inches, in a <i>British</i> built Ship, the 120 ells	1	16	11	1	13	11
— in a Foreign Ship, the 120 ells	1	18	6	1	13	11
— exceeding 36 Inches in Breadth, and not exceeding 45 Inches, in a <i>British</i> built Ship, the 120 ells	3	9	11	3	6	11
— in a Foreign Ship, the 120 ells	3	11	6	3	6	11
— exceeding 45 Inches in Breadth, in a <i>British</i> built Ship, the 120 ells	4	14	5	4	9	5
— in a Foreign Ship, the 120 ells	4	17	2	4	9	5
Sail Cloth or Duck, <i>Dutch</i> or <i>French</i> , not exceeding 36 Inches in Breadth, the 120 ells	2	3	1			
— exceeding 36 Inches in Breadth, the 120 ells	3	16	1			
Sail Cloth or Duck of <i>Russia</i> , not exceeding 36 Inches in Breadth, in a <i>British</i> built Ship, the 120 ells	2	1	9			
— in a Foreign Ship, the 120 ells	2	3	1			
— exceeding 36 Inches in Breadth, in a <i>British</i> built Ship, the 120 ells	3	14	9			
— in a Foreign Ship, the 120 ells	3	16	1			
Sail Cloth or Duck, not otherwise enumerated, and not exceeding 36 Inches in Breadth, the 120 ells	2	1	9			
— exceeding 36 Inches in Breadth, the 120 ells	3	14	9			
Sail Cloth or Canvas, <i>Irish</i> , on which the Bounty of 4d. the yard has been there granted, of the Value of 1s. 2d. the yard, or upwards, the yard	0	0	4			
— on which the Bounty of 2d. the yard has been granted, of the Value of 10d. and under 1s. 2d. the yard, the yard	0	0	2			
Sails, ready made, for every 100l. of the Value thereof	45	0	0			
Sheets old, the piece	0	0	6	0	0	5
<i>Spanish</i> or <i>Portugal</i> Linen plain, viz. not exceeding 36 Inches in Breadth, the ell	0	0	5	0	0	4½
— exceeding 36 Inches in Breadth, the ell	0	0	8	0	0	7½
<i>Turkey</i> Linen; see Linen of <i>Alexandria</i>						
Linen, viz. plain white Linen, not printed or dyed, nor otherwise particularly enumerated, for every 100l. of the Value thereof	33	6	8	30	16	8
Linen chequered, printed, or dyed, not prohibited to be imported, or used, in <i>Great-Britain</i> , and not otherwise particularly enumerated, for every 100l. of the Value thereof	80	4	2	77	14	2
N. B. Linen printed, or stained, is also subject to a Duty of Excise.						
Litmus, the cwt.	0	3	4			
Lutefrings or Catlings, the 12 dozen knots	0	2	6	0	2	2
MADDER, the cwt.	0	4	8			
Maps, the Map	0	0	6			
Mats of <i>Russia</i> , in a <i>British</i> built Ship, the 100	0	11	0	0	9	9
— in a Foreign Ship, the 100	0	11	0	0	9	9
Matting of <i>Barbary</i> or <i>Portugal</i> , the yard	0	0	5	0	0	4½
— of <i>Holland</i> , the yard	0	0	2	0	0	1½
Mead, the Hoghead, containing 63 gallons	0	8	10	0	7	10
						Medlars,

IMPORT	Duty	Drawbacks on Export.
	£. s. d.	£. s. d.
Medlars, the bushel	0 2 4	0 0 4
Melasses, viz. of and from the <i>British</i> Plantations in <i>America</i> , the cwt.	0 3 0	0 2 8
— from any other Place, the cwt.	0 11 9	0 11 5
Metal, viz. Leaf, except of Leaf Gold, the Packet con- taining 250 leaves	0 0 2	0 0 1½
— prepared for Battery, the cwt.	1 11 11	1 8 11
Metheglin, the Hogthead, 63 gallons	0 8 10	0 7 10
Millboards; see Pasteboards, under Wood		
Millinery, <i>French</i> ; made up of Muslin, Lawn, Cam- bric, or Gauze, imported directly into <i>Great-Britain</i> , for every 100l. of the Value thereof	12 0 0	
— any other Article, used in such Millinery, shall pay Duty, as if separately imported		
Morels, the pound	0 1 2	0 1 0
Moss, viz. Rock Moss for Dyers' Use, the ton, contain- ing 20 cwt.	0 5 0	
Mum, the Barrel, containing 32 gallons	0 9 10	0 7 10
N. B. Subject also to the Duty of Excise.		
Musical Instruments, <i>French</i> ; see Cabinet ware.		
<b>N</b> ANKIN Cloth; see <i>East-India</i> Goods		
Neats Tongues, the dozen	0 1 0	
Nuts, viz. Chestnuts, the Bushel	0 1 5	0 1 4
— Small Nuts, the bushel	0 0 9	0 0 8
— Walnuts, the bushel	0 0 6	0 0 5
<b>O</b> AK Bark, when allowed, the cwt.	0 0 1	
Oakum, the cwt.	0 2 3	0 2 0
Ochre, the Bushel	0 2 0	0 1 9
Oil, viz. Sallad Oil, in a <i>British</i> built Ship, the gallon	0 1 1	0 1 0
Sallad Oil, in a Foreign Ship, the gallon	0 1 2	0 1 0
Ordinary Oil of Olives, in a <i>British</i> built Ship, the ton, containing 252 gallons	7 0 9	6 4 9
— in a Foreign Ship, the ton	7 9 8	6 4 9
Rape and Linseed Oil, the ton, 252 gallons	24 4 0	22 9 0
Oil of Hemp Seed, or any other Seed Oil, not enume- rated, the ton, 252 gallons	13 4 0	12 14 0
Train Oil, or Blubber, or Fish Oil, of Foreign fishing, the ton, containing 252 gallons	18 3 0	13 13 0
— of <i>British</i> fishing, viz. of <i>Greenland</i> , and Parts adjacent, the ton, containing 252 gallons	1 15 3	1 11 3
— when taken by any shipping belonging to his Majesty's Colonies, and imported in such shipping, the ton, containing 252 gallons	0 15 5	0 12 5
— when imported in <i>British</i> Ships, the ton, con- taining 252 gallons	0 12 2	0 10 7
— of <i>Newfoundland</i> and like Sort, the ton, contain- ing 252 gallons	1 6 5	1 3 5
— when taken by shipping belonging to any of his Majesty's Colonies, and imported in such shipping, the ton, containing 252 gallons	0 13 3	0 10 2
— when imported in <i>British</i> Ships, the ton, con- taining 252 gallons	0 9 11	0 8 5
Oil Cloth; see Linen.		
Olives, the Hogthead, containing 63 gallons	1 15 3	1 11 3

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IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
Onions, the bushel	0	0	3	0	0	2½
Oranges; see Lemons,						
Orchard, the cwt.	0	6	4			
Orchelia or Archelia, the cwt.	0	3	1			
Orfedeu, the dozen pounds	0	6	0	0	5	3
<b>PACKTHREAD</b> , the hundred pounds	0	13	3	0	11	9
Paling Boards; see Wood.						
Pails, or Kits of Wood, the dozen	0	1	10	0	1	8
Painters Colours of all Sorts, not otherwise enumerated the pound	0	0	2	0	0	1½
Paper, viz. Atlas, ordinary, the ream	1	8	10			
Atlas, fine, the ream	2	5	2			
Bastard, or Double Copy, the ream	0	5	4			
Blue Royal, the ream	0	8	0			
Blue Paper, for Sugar Bakers, the ream	0	7	1			
Brown Paper, the Bundle, containing 40 quires	0	2	11			
Brown Cap, the ream	0	4	11			
Cap, viz. Fool's Cap, fine, the ream	0	6	2			
— Fool's Cap, second, the ream	0	5	4			
— Genoa Fool's Cap, fine, the ream	0	4	7			
— Genoa Fool's Cap, second, German Fool's Cap, and fine Printing Fool's Cap, the ream	0	3	9			
— Second ordinary Printing Fool's Cap, the ream	0	3	4			
Cartridge Paper, the ream	0	5	9			
Chancery Double, the ream	0	5	0			
Crown, viz. Fine Genoa Crown, the ream	0	4	7			
— Second Genoa Crown, German Crown, and fine Printing Crown, the ream	0	3	9			
— Second Ordinary Printing Crown, the ream	0	3	4			
Demy, viz. Demy Fine, the ream	0	13	6			
— Second, the ream	0	11	0			
— Genoa Demy, Fine, the ream	0	6	9			
— Genoa Demy, Second, the ream	0	5	11			
— German Demy, the ream	0	5	11			
Printing Demy, the ream	0	6	2			
Elephant Ordinary, the ream	0	12	3			
Elephant Fine, the ream	1	5	4			
Fool's Cap; see Cap Paper						
Imperial Fine, the ream	2	5	2			
Imperial Second Writing, the ream	1	16	11			
Lombard, viz. German Lombard, the ream	0	3	9			
Medium, viz. Fine Medium, the ream	0	16	2			
— Second Writing Medium, the ream	0	12	11			
— Genoa Medium, Fine, the ream	0	10	5			
— Genoa Medium, Second, the ream	0	9	1			
Post, viz. Small Post, the ream	0	5	1			
— Fine large Post, weighing 15 pounds per ream, or upwards, the ream	0	8	7			
— Fine large Post, weighing under 15 pounds, the ream	0	7	9			
Pot, viz. Fine Genoa Pot, Second Genoa Pot, and Ordinary Pot, the ream	0	3	4			
— Superfine Pot, the ream	0	5	4			
— Second Fine Pot, the ream	0	4	7			
Pressing Paper, the cwt.	0	12	10			

Royal,

IMPORT		Duty	Drawbacks on Export.
<i>Paper continued</i>		£. s. d.	£. s. d.
Royal, viz. Royal, fine, the ream	-	1 5 4	
Super Royal, fine, the ream	-	1 11 11	
Second Writing Royal, the ream	-	1 1 3	
Second Writing Super Royal, the ream	-	1 5 4	
Groen Royal, fine, the ream	-	0 14 5	
Groen Royal, second, the ream	-	0 13 1	
Fine Holland Royal, the ream	-	0 14 5	
Second Fine Holland Royal, the ream	-	0 11 0	
Ordinary Royal, the ream	-	0 7 9	
Painted Paper, or paper hangings for rooms, for every 100l. of the Value thereof	-	75 0 0	
Paper, not otherwise particularly enumerated for every 100l. of the Value thereof	-	55 0 0	
Parchment, the dozen, containing 12 sheets	-	0 4 9	
Pasteboards, or Millboards; see Wood	-		
Pears, the bushel	-	0 1 5	0 1 3
Pears, dried, the bushel	-	0 0 9	0 0 8
Perry, the ton, containing 252 gallons	-	3 8 0	7 7 0
N. B. Subject also to the Duty of Excise.	-		
Pewter, old, the cwt.	-	0 13 9	0 12 6
Pickles of all Sorts, not otherwise described or enumerated, the gallon	-	0 0 9	0 0 7
Pictures of four Feet square, or upwards, the Picture	-	3 11 6	
imported by the East-India Company	-	3 17 0	
Pictures of two feet square, and under four feet square, the picture	-	2 7 8	
imported by the East-India Company	-	2 11 4	
Pictures under two feet square, the picture	-	1 3 10	
imported by the East-India Company	-	1 5 8	
Pitch, not the Product of any of the British Dominions, viz. imported in a British built Ship, the last containing 12 Barrels, each 31½ gallons	-	0 12 5	0 11 2
imported in a foreign Ship, the last	-	0 13 1	0 11 2
Pitch, of the Product of any of the British Dominions of the Crown of Great-Britain, the last	-	0 11 0	0 9 9
Plaster of Paris, the 100 pounds	-	0 1 1	0 0 8
Platting, or other Manufactures of Bast, Straw, Chip, Cane, or Horse-Hair, to be used in or proper for making Hats or Bonnets, the pound	-	0 1 10	0 1 8
Plate of Silver, ungilt, the ounce troy	-	0 2 2	
imported by the East-India Company	-	0 3 3	
Plate of Silver, part gilt, the ounce troy	-	0 2 4	
imported by the East-India Company	-	0 3 7	
Plate of Silver, gilt, the ounce troy	-	0 2 6	
imported by the East-India Company	-	0 3 10	
Plate, wrought of Gold, the ounce troy	-	1 10 0	
imported by the East-India Company	-	2 7 8	
Plate, battered, fit only to be re-manufactured; see Bullion	-		
Platters of Wood, the shock, containing sixty Pomegranates, the thousand	-	0 2 9	0 2 6
Porcelain, Earthen Ware, and Pottery, French, imported directly into Great-Britain, for every 100l. of the Value thereof	-	0 8 10	0 7 10
Potatoes, the cwt.	-	12 0 0	
Pots, viz. Melting Pots, the hundred	-	0 3 8	0 3 3
Powder of Brasse, for japanning, the ounce	-	0 0 7	0 0 6
	-	0 0 2	0 0 1½

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IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
Powder, viz. Hair Powder, the cwt.	5	5	8			
Prints, viz. Paper Prints, the piece	0	0	6			
<b>QUILLS</b> , viz. Goose Quills, the thousand	0	0	6	0	0	5
— Swan Quills, the thousand	0	2	0	0	1	8
Quinces, the hundred, containing 5 score	0	1	10	0	1	7
<b>R</b> AGS, old Ropes, or Junks, or old Fishing Nets, fit only for the making of Paper or Pasteboard; see 11 Geo. I. cap. 7. Duty free.						
Rape of Grapes, the ton, containing 252 gal.	5	8	11	4	8	11
Rape Cakes, for manure, from Ireland. See the 15 Geo. III. cap. 34. free.						
Renner, the gallon	0	0	2½	0	0	2
Rice, the cwt.	0	7	4	0	7	4
— imported by the East-India Company	0	8	10	0	8	10
Rice, of the Production of the British Plantations in America, imported for the Purpose of Exportation into the Ports of Plymouth, Exeter, Poole, Southampton, Chichester, Sandwich, and the Members thereof; as also into Bristol, Liverpool, Lancaster, Whitehaven, and Glasgow, the cwt.	0	0	8			
Ropes, new; see Cordage						
Ropes, old; see Rags						
Roſin, of the Product of any of the British Dominions, the cwt.	0	1	6	0	1	4
— not the Product of the British Dominions, imported in a British built Ship, the cwt.	0	2	3	0	2	1
— imported in a foreign Ship, the cwt.	0	2	4	0	2	1
Rugs, viz. Irish Rugs, the piece	0	3	0	0	2	8
<b>S</b> ADLERY, French, imported directly, for every 100l. of the Value thereof	15	0	0			
Safflower, the pound	0	0	1½			
Sail Cloth; see Linen						
Salt, viz. for curing of Fish, imported in a British built Ship, or from Jersey, Guernsey, Sark, or Alderney, the Wey, containing 40 Bushels, each Bushel being 84lb.	0	5	11	0	5	3
— imported in a foreign Ship, the Wey	0	6	3	0	5	3
— not for curing of Fish, imported in a British built Ship, or from Jersey, Guernsey, Sark, or Alderney, the Wey	0	11	5	0	10	9
— imported in a foreign Ship, the Wey	0	11	9	0	10	9
N. B. Salt is also subject to the Duties on Salt, imported under the Management of the Commissioners of that Revenue						
Saltpetre, the cwt.	0	2	3	0	1	9
— imported by the East-India Company	0	7	9	0	7	3
— when used to make Oil of Vitriol, a Drawback of the whole Duties.						
Sausages, or Puddings, the pound	0	0	3½	0	0	3
Scoops of Wood, the dozen	0	0	11	0	0	10
Seamorse Teeth, or Sea-horse Teeth, the lb.	0	0	8	0	0	7
Seeds in general; see Drugs						
Canary Seed, the cwt.	0	16	6	0	14	7

## OF THE CUSTOMS

IMPORT	Duty		Drawbacks on Export.	
	£.	s. d.	£.	s. d.
Clover Seed, the cwt.	-	0 2 9	0 2 6	
Cole Seed, the quarter, containing 8 bushels	-	0 13 3	0 12 9	
Hemp Seed, the quarter, containing 8 bushels	-	0 9 3	0 9 2	
Lucerne Seed, the cwt.	-	0 2 9	0 2 6	
Maw Seed, the cwt.	-	0 15 5	0 14 0	
Millet Seed, the cwt.	-	0 4 5	0 4 0	
Mustard Seed, the cwt.	-	0 2 3	0 2 0	
Onion Seed, the cwt.	-	0 17 8	0 15 8	
Rape Seed, the quarter, containing 8 bushels	-	0 13 3	0 12 9	
Rape, and all other Seeds from <i>Ireland</i> , for the purpose of extracting Oil therefrom, the Last, containing 10 quarters, each 8 bushels	-	0 1 0		
Sheep's Guts, dried to make Whips, the gross, containing 12 dozen	-	0 0 6	0 0 5	
Ships, and all their tackle, except Sails, for every 100 <i>l.</i> of the Value thereof	-	5 10 0		
Shovels of Wood unshod, the dozen	-	0 2 9	0 2 6	
Shruff, or old Brass, the cwt.	-	0 13 3	0 11 9	
Shumac, the cwt.	-	0 1 5		
Silk, viz. Orgazine, and all Thrown Silk in the gum, the pound, containing 16 ounces	-	0 7 4		
— if exported to <i>Ireland</i> , the pound	-		0 6 11	
— exported, except to <i>Ireland</i> , the pound,	-		0 6 5	
— Raw, the pound, containing 16 ounces	-	0 3 0		
— if exported to <i>Ireland</i> , the pound	-		0 2 10	
— exported, except to <i>Ireland</i> , the pound	-		0 2 0	
— Knubs, or Hulks of Silk, the pound, containing 16 ounces	-	0 0 4	0 0 3 <sup>1</sup> / <sub>2</sub>	
Thrown Silk dyed, the pound, 16 ounces	-	1 4 9		
— if exported to <i>Ireland</i> , the pound	-		1 2 3	
— exported, except to <i>Ireland</i> , the pound	-		1 1 9	
Silk wrought, viz. Crapes and Tiffanies of the Manufacture of <i>Italy</i> , imported from thence in <i>British</i> -built Ships, the pound	-	1 13 5	1 4 9	
— otherwise imported, the pound	-	1 15 9	1 4 9	
Skeets for Whiffers, the skeet	-	0 0 3	0 0 2 <sup>1</sup> / <sub>2</sub>	
Skins and Furs, viz. Armin, or Ermin Skins, undressed, the timber, containing 40 Skins	-	0 11 0	0 10 0	
Badger Skins, undressed, the piece	-	0 0 7	0 0 6	
Bear Skins, White, undressed, the piece	-	0 11 0	0 10 0	
Bear Skins of any other Colour, undressed, the piece	-	0 5 6	0 5 0	
Beavers' Skins, undressed, the piece	-	0 0 8 <sup>1</sup> / <sub>2</sub>		
Beavers' Skins, from any of his Majesty's Dominions in <i>America</i> , the piece	-	0 0 1		
Beaver, Wombs, the piece	-	0 0 5 <sup>1</sup> / <sub>2</sub>		
Buck or Deer Skins, undressed, the skin	-	0 0 9	0 0 7 <sup>1</sup> / <sub>2</sub>	
— <i>Indian</i> , half drest, the pound	-	0 0 4 <sup>1</sup> / <sub>2</sub>	0 0 3 <sup>1</sup> / <sub>2</sub>	
Calabar Skins, tawed, the timber, 40 skins	-	0 2 3	0 2 0	
— untawed or undressed, the timber, containing 40 skins	-	0 1 10	0 1 8	
Calves Skins of <i>Ireland</i> , undressed, the dozen	-	0 1 10	0 1 8	
Calves Skins of any other Country, the dozen	-	0 2 9	0 2 6	
— of <i>Ireland</i> or <i>America</i> free.	-			
— tanned, the pound	-	0 0 4 <sup>1</sup> / <sub>2</sub>		
Cat Skins, undressed, the hundred skins	-	0 11 0	0 10 0	
Coney Skins, the dozen	-	0 0 3 <sup>1</sup> / <sub>2</sub>	0 0 3	

Cordi-

IMPORT	Duty	Drawbacks on Export.
	£. s. d.	£. s. d.
<i>Skins continued</i>		
Cordivants, dressed, viz. imported by the <i>East-India</i>		
Company, the dozen	1 3 6	0 14 9
— of <i>Turkey</i> , the dozen	0 16 2	0 7 6
— of <i>Spain</i> , the dozen	1 16 4	1 5 9
Dog Skins, undressed, the piece	0 0 2½	0 0 2
Dog Fish Skins, undressed, the dozen	0 2 0	0 1 9
Elk Skins, undressed, the skin	0 1 8	0 1 6
Fisher Skins, undressed, the piece	0 1 4½	0 1 3
Fitches, undressed, the timber, 40 skins	0 3 8	0 3 4
Fox Skins, black, undressed, the skin	2 15 0	2 10 0
— of all other Sorts, undressed, the skin	0 0 4½	0 0 4
Goats' Skins of <i>Ireland</i> , undressed, the dozen	0 1 10	0 1 8
— of any other Country, undressed, the dozen	0 5 6	0 5 0
— tanned, the dozen	1 0 0	
Hare Skins, undressed, the 120	0 0 11	0 0 10
Huffe Skins, undressed, the skin	0 0 2	0 0 1½
Kid Skins. in the hair, the 100	0 19 3	0 6 3
— dressed, the 100, containing 5 score	1 4 9	0 11 3
Lamb Skins, undressed, in the wool, the 120	0 2 9	0 2 6
— dressed in allum, the 100	0 14 8	0 5 10
— dressed in oil, the 100	2 0 4	1 1 8
Slink Lamb Skins, undressed, in wool, the 120	0 1 4½	0 1 3
Leopard Skins, undressed, the piece	0 6 11	0 6 3
Lion Skins, undressed, the piece	0 2 9	0 2 6
Martins, or Martrons, undressed, the timber, containing 40 skins	2 15 0	2 10 0
— Tails, undressed, the 120	0 11 0	0 10 0
Minks Skins, tawed, the timber, 40 skins	1 2 0	1 0 0
— untawed or undressed, the timber	0 16 6	0 15 0
Mole Skins, undressed, the dozen	0 0 2	0 0 1½
Moose Skin, undressed, the piece	0 2 9	0 2 6
Musquash Skins, undressed, the 100 skins	0 13 9	0 12 6
Otter Skins, undressed, the piece	0 1 5	0 1 3
Ounce Skins, undressed, the piece	0 3 6	0 3 1½
Panther Skins, undressed, the piece	0 5 6	0 5 0
Pelts of Goats, dressed, the dozen	0 2 9	0 2 6
— undressed, the dozen	0 1 4½	0 1 3
— of all other Sorts, undressed, the 100	0 8 3	0 7 6
Raccoon Skins, undressed, the hundred skins	0 13 9	0 12 6
Sables, undressed, the timber, 40 skins	8 5 0	7 10 0
Sables Tails, or Tips, undressed, the piece	0 0 7	0 0 6
Seal Skins, undressed, the skin	0 0 6	0 0 5
Skins of Seals, taken by the Inhabitants of his Majesty's Colonies in <i>America</i> , and imported in a <i>British</i> Ship, the Skin	0 0 2	0 0 1
Skins of Seals, taken by the <i>British</i> Subjects; Duty free.		
Sheep Skins, undressed, in the wool, the doz.	0 0 10	0 0 9
Sheep Skins, dressed in oil, the dozen	0 4 9	0 2 6
Sheep Skins, otherwise dressed, the dozen	0 2 6	0 1 8
Squirrel Skins, undressed; see Calabar skins		
Swan Skins, undressed, the piece	0 0 11	0 0 10
Tyger Skins, undressed, the piece	0 2 9	0 2 6
Weasel Skins, undressed, the 120	0 0 11	0 0 10
Wolf Skins, tawed, the piece	0 8 3	0 7 6
Wolf Skins, untawed or undressed, the piece	0 6 4	0 5 9
Wolverings, undressed, the skin	0 3 6	0 3 1½

Skins,



## OF THE CUSTOMS

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Skins continued.</i>						
Skins, and pieces of Skins, not otherwise enumerated; see Hides.						
Slude, the pound	0	0	6	0	0	5
Smalts, the pound	0	0	4	0	0	3½
Snuff, imported by the <i>East-India</i> Company, the pound	0	3	3			
— from the <i>British</i> Plantations in <i>America</i> , or the <i>Spanish West-Indies</i> , the pound	0	1	6			
— from any other place, the pound	0	2	2			
Soap, viz. Hard Soap, the cwt.	2	4	0			
Soft Soap, the cwt.	1	17	5			
Soapers Waste; see 18 <i>Geo.</i> II. cap. 22.						
Spelter, the cwt.	0	13	9	0	12	6
Spinal fine, to make gauze, the pound	0	2	9	0	2	6
Spirits, viz. Arrack imported by the <i>East-India</i> Com- pany, the gallon	0	0	9	0	0	8
Brandy, of any Country, the gallon	0	0	9	0	0	8
Citron Water, the gallon	0	5	8	0	5	1
Geneva, the gallon	0	0	5	0	0	4
Hungary Water, the gallon	0	2	10	0	2	7
Rosa Solis, the gallon	0	2	10	0	2	7
Rum, viz. of any <i>British</i> Colony in <i>America</i> , the gallon	0	0	5	0	0	5
— Foreign, the gallon	0	0	7	0	0	6
Vifney, the gallon	0	2	10	0	2	7
Ufquebaugh, the gallon	0	2	10	0	2	7
Cordial Water, strong Water, or other Spirits, not enu- merated, the gallon	0	2	10	0	2	7
N. B. All Spirits are likewise subject to the Excise duty.						
Spunges; see drugs.						
Starch, the cwt.	5	5	8			
Steel, viz. Gad Steel, the cwt.	2	5	2	2	0	8
Long, or Wisp Steel, the cwt.	0	12	8	0	11	11
Stones, viz. Dog Stones, the Last, containing 3 pair	8	11	8	7	12	2
Emery Stones, the cwt.	0	1	10	0	1	7
Emery Stones of <i>Turkey</i> , imported in a Foreign Ship, the cwt.	0	1	11	0	1	7
Grave Stones of Marble, unpolished, the foot square, superficial measure	0	0	1½	0	0	1
— polished, the foot square, superficial	0	0	2½	0	0	2
— not of Marble, polished or unpolished, the foot square, superficial	0	0	0½	0	0	0½
Marble Batons, Tables, Mortars, and other polished Marble, except grave and paving Stones, polished, the foot square, superficial	0	1	0	0	0	10
— Blocks, the solid foot	0	2	0	0	1	10
— Paving Stones, rough, the foot square, superficial measure	0	0	1½	0	0	1
— polished, the foot square, superficial	0	0	2½	0	0	2
Mill Stones, above 4 feet in diameter, or of 12 inches in thickness, or upwards, the piece	2	4	0	1	19	0
Paving Stones, not of Marble, the foot square	0	0	0½	0	0	0½
Pebble Stones, the ton	0	5	0	0	5	0
Pomice Stones, the ton	0	5	0	0	2	8
Quern Stones, from 3 to 4 feet in Diameter, and not above 6 inches in thickness, the Last, containing 3 pair	0	19	10	0	17	06

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IMPORT	Duty	Drawbacks on Export.		
		£.	s.	d.
Quern Stones, small, under 3 feet in Diameter, and not exceeding 6 inches in thickness, the last, containing 3 pair	0 9 11	0	8	9
Slates in frames, the dozen	0 0 11	0	0	10
Slick Stones, the hundred, containing 5 score	0 3 4	0	3	0
Tables of Slate, without frames, the piece	0 0 6	0	0	5
Whetstones, the hundred	0 3 8	0	3	3
Stuffs, made of or mixed with wool, the yard	0 5 6	0	4	10
Succades, wet or dry, the pound	0 0 8	0	0	7
— imported by the East-India Company	0 1 6	0	1	5
Swingles, the gross, containing 12 dozen	0 16 6	0	15	0
<b>T</b> AILS of Cows, the hundred, containing 5 score	0 2 9	0	2	6
Tallow, the cwt.	0 9 2			
Tar, not the Product of any of the <i>British</i> Dominions, imported in a <i>British</i> built Ship, the last, containing 12 Barrels, each 31½ gallons	0 12 4½	0	11	1½
— imported in a Foreign Ship, the last	0 13 1	0	11	1½
— of any of the <i>British</i> Dominions, the last	0 11 0	0	9	9
Tarras, the bushel	0 0 6	0	0	5
Tazels, the thousand	0 1 2	0	1	0
Thread, viz. Bridges Thread, the dozen lb.	0 9 11	0	8	9
Crossbow Thread, the hundred pounds	0 14 8	0	13	0
Outnal Thread, the dozen pounds	0 17 8	0	16	2
Sister's Thread, the pound	0 2 9	0	2	4½
Whited-brown Thread, the dozen pounds	0 17 8	0	15	8
— Thread of <i>Ireland</i> . See 7 and 8 Will. III. cap. 39. and 16 Geo. II. cap. 26. free.				
Thurms of Linen or Fustian, the pound	0 0 1½	0	0	1
Thurms of Woollen, the pound	0 0 3	0	0	2
Tiles; see Earthen-Ware				
Tin, the cwt.	2 13 0			
Tin Glafs, the cwt.	0 13 3	0	11	9
Tobacco, viz. of the Growth or Manufacture of the Dominions of <i>Spain</i> or <i>Portugal</i> , the pound	0 3 6	0	3	3
Tobacco of the Growth of <i>Ireland</i> , or of the <i>British</i> Colonies in <i>America</i> , or of the <i>United States of America</i> , the pound	0 1 3	0	1	3
Tortoise-shell, the pound	0 1 3	0	1	1½
Tow, the cwt.	0 2 9	0	2	6
— of <i>Russia</i> , in a Foreign Ship, the cwt.	0 2 11	0	2	6
Toys, for every 100 <i>l.</i> value thereof	33 0 0	29	13	4
Trays of Wood, the Shock, containing sixty	0 4 5	0	3	11
Trenchers of Wood, the gross, 12 dozen	0 0 11	0	0	10
Trunnels, or Treenails, the 1200	0 2 3	0	2	0
Truffles, the pound	0 2 3	0	2	0
Tubs of Wood, the dozen	0 0 5	0	0	4
Twine, the cwt.	0 11 0	0	9	9
Twist, for Bandstrings, the dozen knots	0 2 3	0	2	0
<b>V</b> ALONIA, the cwt.	0 1 2			
Vellum, the skin	0 3 2			
Vermicelli, the pound	0 0 2	0	0	1½
— from the <i>British</i> Colonies in <i>America</i> free.				
Vinegar, <i>French</i> , or of any other Country, the ton, containing 252 gallons	32 18 10	7	14	11
	11 P	Vinelloes,		

## OF THE CUSTOMS.

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
Vinelloes, the pound	0	8	3	0	7	6
<b>W</b> AFERS, the pound	0	0	6	0	0	5
Wainscot Boards; see Wood						
Water, Spa, or Pyrmont, and all other Mineral and Natural Waters, the dozen bottles or flasks, each not exceeding 3 pints	0	1	10	0	1	8
Wax, viz. Bees' Wax, white or manufactured, the cwt.	3	2	4	3	1	4
Bees Wax, unmanufactured, the cwt.	1	11	7	1	10	7
Hard Wax, the pound	0	1	3	0	1	1
Bay or Myrtle Wax, the pound	0	0	4	0	0	3½
Weld, the cwt.	0	0	10	0	0	8½
Whale Fins, viz. of foreign fishing, the ton, containing 20 cwt.	97	18	0	88	18	0
of British fishing, imported in shipping belonging to any of his Majesty's Colonies, or Plantations, the ton, containing 20 cwt.	2	15	0	1	10	0
of British fishing, imported in shipping belonging to Great-Britain, the ton, containing 20 cwt.	1	7	6	0	15	0
Whipcord, the pound	0	0	2	0	0	1½
<b>W</b> INES, viz. French Wine, imported into the port of London, in a British built Ship, the ton, containing 252 gallons	29	8	0			
in a foreign Ship, the ton, 252 gallons	33	12	0			
having been imported into the port of London, and exported to any British Colony or Plantation in America, or the East-Indies, the ton, containing 252 gallons				29	8	0
exported to any other place, the ton				24	13	6
imported to any port of Great-Britain, except the port of London, in a British built Ship, the ton, 232 gallons	25	4	0			
in a foreign Ship, the ton, 252 gallons	29	8	0			
having been imported into any port of Great-Britain, except London, and exported to any British Colony or Plantation in America, or the East-Indies, the ton, containing 252 gallons				25	4	0
exported to any other place, the ton				20	9	6
French Wine, entered for Prifage, viz. imported into the port of London, in a British built Ship, the ton, containing 252 gallons	21	11	10			
in a Foreign Ship, the ton	24	6	9			
having been imported into the port of London, and exported to any British Colony in America, or the East-Indies, the ton, containing 252 gallons				21	11	10
exported to any other place, the ton				17	17	1
French Wines, imported into any port of England, except the port of London, in a British built Ship, the ton, containing 252 gallons	18	16	10			
in a foreign Ship, the ton	21	11	10			
having been imported into any port of England, except the port of London, and exported to any British Colony or Plantation in America, or the East-Indies, the ton, containing 252 gallons				18	16	10
exported to any other place, the ton				15	0	7

IMPORT	Duty.			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Wines continued.</i>						
Wine, viz. <i>Rbenish</i> , <i>German</i> , and <i>Hungary</i> Wine, imported into any port of <i>Great-Britain</i> , in a <i>British</i> built Ship, the ton, containing 252 gallons	33	12	0			
— in a foreign Ship, the ton	37	16	0			
<i>Rbenish</i> , <i>German</i> , and <i>Hungary</i> Wines, exported to any <i>British</i> Colony in <i>America</i> , the ton, containing 252 gallons				33	12	0
— exported to any other place, the ton				28	17	6
<i>Portugal</i> , <i>Madeira</i> , <i>Spanish</i> , and all Wines not otherwise enumerated, imported into the port of <i>London</i> , in a <i>British</i> built Ship, the ton, containing 252 gallons	19	12	0			
— in a foreign Ship, the ton, 252 gallons	22	8	0			
— having been imported into the port of <i>London</i> , and exported to any <i>British</i> Colony in <i>America</i> , the ton, 252 gallons				19	12	0
— exported to any other place, the ton				16	9	0
— imported into any port of <i>Great-Britain</i> , except <i>London</i> , in a <i>British</i> built Ship, the ton, containing 252 gallons	16	16	0			
— in a foreign Ship, the ton, 252 gallons	19	12	0			
— having been imported into any port of <i>Great-Britain</i> , except the port of <i>London</i> , and exported to any <i>British</i> Colony in <i>America</i> , the ton, containing 252 gallons				16	16	0
— exported to any other place, the ton, containing 252 gallons				13	13	0
Wine entered for <i>Prifage</i> , viz. <i>Rbenish</i> , <i>German</i> , or <i>Hungary</i> Wine, imported into any port of <i>England</i> , in a <i>British</i> built Ship, the ton, containing 252 gallons	24	6	9			
— in a foreign Ship, the ton, containing 252 gallons	27	1	9			
— exported to any <i>British</i> Colony in <i>America</i> , the ton, containing 252 gallons				24	6	9
Wines exported to any other place, the ton, containing 252 gallons				20	13	0
<i>Portugal</i> or <i>Madeira</i> , or <i>Spanish</i> , and all other Wines, not otherwise enumerated, imported into any port of <i>England</i> except <i>London</i> , in a <i>British</i> built Ship, the ton, containing 252 gallons	14	7	11			
— in a foreign Ship, the ton, containing 252 gallons	10	4	6			
— having been imported into the port of <i>London</i> , and exported to any <i>British</i> Colony in <i>America</i> , the ton, containing 252 gallons				14	7	11
— exported to any other place, the ton, containing 252 gallons				11	18	1
— imported to any port of <i>England</i> , except <i>London</i> , in a <i>British</i> built Ship, the ton, containing 252 gallons	12	11	2			
— in a foreign Ship, the ton, containing 252 gallons	14	7	11			
— having been imported into any port of <i>England</i> , except <i>London</i> , and exported to any <i>British</i> Colony or Plantation in <i>America</i> , the ton, containing 252 gallons				12	11	2
— exported to any other place, the ton				10	0	5
N. B. Wines are also subject to the Duty of Excise.						
Wine Lees, subject to the same Duty as Wine; but no Drawback for any Lees exported.						

Wire,

IMPORT	Duty		Drawbacks on Export.	
	£.	s. d.	£.	s. d.
Wire, viz. Brass or Copper Wire, not otherwise enumerated, the cwt.	2	12 3	2	9 0
— Iron Wire, the cwt.	2	17 9	2	14 0
— Latten Wire, the cwt.	2	13 0	2	9 8
— Steel Wire, the pound	0	0 10	0	0 9
— Virginal Wire of Brass, the cwt.	7	6 11	6	12 11
— Iron, the cwt.	7	8 0	6	14 0
Woad, viz. Green Woad, the ton, containing 20 cwt.	1	13 0	1	5 6
— Thouloufe Woad, the cwt.	0	3 8	0	1 10
* WOOD, viz. Anchor Stocks, imported in a <i>British</i> built Ship, the piece	0	2 3	0	2 1
— in a foreign Ship, the piece	0	2 4	0	2 1
Balks, from five to eight inches square, or if 24 feet in length, or upwards, imported in a <i>British</i> built Ship, the 120	2	13 0	2	10 6
— in a foreign Ship, the 120	2	14 5	2	10 6
— under 5 inches square, and under 24 feet in length, imported in a <i>British</i> built Ship, the ton	1	1 3	1	0 3
— in a foreign Ship, the 120	1	1 9	1	0 3
Battens, from 8 to 20 feet in length, not above 7 inches in width, and not exceeding 2½ inches in thickness, imported in a <i>British</i> built Ship, the 120	1	6 6	1	5 3
— in a foreign Ship, the 120	1	7 3	1	5 3
— exceeding 20 feet in length, not above 7 inches in width, or if exceeding 2½ inches in thickness, imported in a <i>British</i> built Ship, the 120	2	13 0	2	10 6
— in a foreign Ship, the 120	2	14 5	2	10 6
Batten Ends, under 8 feet in length, not above 7 inches in width, and not exceeding 2½ inches in thickness, imported in a <i>British</i> built Ship, the 120	0	8 10	0	8 5
— in a foreign Ship, the 120	0	9 1	0	8 5
— under 8 feet in length, not above 7 inches in width, and exceeding 2½ inches in thickness, imported in a <i>British</i> built Ship, the 120	0	17 8	0	16 10
— in a foreign Ship, the 120	0	18 2	0	16 10
Beech Plank, 2 inches thick, or upwards, imported in a <i>British</i> built Ship, the load, containing 50 cubic feet	0	13 3	0	12 3
— 2 inches in thickness, or upwards, imported in a foreign Ship, the load, containing 50 cubic feet	0	13 9	0	12 3
Beech Quarters, from 5 to 8 inches square, or if 24 feet in length, or upwards, imported in a <i>British</i> built Ship, the 120	2	13 0	2	10 6
— in a foreign Ship, the 120	2	14 5	2	10 6
— under 5 inches square, and under 24 feet in length, imported in a <i>British</i> built Ship, the 120	1	1 3	1	0 3
— in a foreign Ship, the 120	1	1 9	1	0 3
Boards, viz. Beech Boards, under 2 inches in thickness, and under 15 feet in length, imported in a <i>British</i> built Ship, the 120	1	6 5	1	4 5
— in a foreign Ship, the 120	1	7 6	1	4 5
— under 2 inches in thickness, and if 15 feet in length, or upwards, imported in a <i>British</i> built Ship, the 120	2	12 10	2	8 10
Beech Boards, in a foreign Ship, the 120	2	13 11	2	8 10

\* Wood, in general, from *Asia*, under certain restrictions, duty-free.

Clap



IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Wood continued</i>						
Clap Boards, not exceeding 5 feet three inches in length, and under eight inches square, imported in a <i>British</i> built Ship, the 120	1	0	0	0	19	6
— in a foreign Ship, the 120	1	0	2	0	19	6
Elm Boards, or White Boards for Shoe-makers, under four feet in length, and under six inches in thickness, imported in a <i>British</i> built Ship, the 120	1	19	8	1	16	8
— in a foreign Ship, the 120	2	1	3	1	16	8
— for Shoe-makers, four feet in length, or six inches in thickness, imported in a <i>British</i> built Ship, the 120	3	19	4	3	13	4
— in a foreign Ship, the 120	4	0	11	3	13	4
Oak Boards, under two inches in thickness, and under fifteen feet in length, imported in a <i>British</i> built Ship, the 120	2	12	10	2	8	10
— in a foreign Ship, the 120	2	15	0	2	8	10
— under 2 inches in thickness, and if fifteen feet in length, or upwards, imported in a <i>British</i> built Ship, the 120	5	5	8	4	17	8
— in a foreign Ship, the 120	5	7	10	4	17	8
Paling Boards, hewed on one Side, and not exceeding seven feet in length, imported in a <i>British</i> built Ship, the 120	0	5	0	0	4	10
— in a foreign Ship, the 120	0	5	1	0	4	10
— exceeding seven feet in length, imported in a <i>British</i> built Ship, the 120	0	10	0	0	9	8
— in a foreign Ship, the 120	0	10	1	0	9	8
Paste Boards, or Mill Boards, imported in a <i>British</i> built Ship, the cwt.	0	10	0	0	9	8
— in a foreign Ship, the cwt.	0	10	2	0	9	8
Pipe Boards, above 5 feet 3 inches in length, and not exceeding 8 feet in length, and under 8 inches square, imported in a <i>British</i> built Ship, the 120	1	10	0	1	9	6
— in a foreign Ship, the 120	1	10	3	1	9	6
— exceeding 8 feet in length, and under 8 inches square, imported in a <i>British</i> built Ship, the 120	3	0	0	2	19	0
— in a foreign Ship, the 120	3	0	3	2	19	0
Scale Boards, imported in a <i>British</i> built Ship, the cwt.	0	11	0	0	10	11
— in a foreign Ship, the cwt.	0	11	1	0	10	11
Wainscot Boards, containing 12 feet in length, and 1 inch in thickness, and so in proportion for any other length or thickness, imported in a <i>British</i> built Ship, the board	0	0	9	0	0	8
— in a foreign Ship	0	0	9½	0	0	8
Box-wood, imported in a <i>British</i> built Ship, the ton, containing 20 cwt.	2	13	0	2	9	0
— in a foreign Ship, the ton, containing 20 cwt.	2	15	0	2	9	0
Brazil, or Fernambucca Wood, for Dyers, the cwt.	0	5	10			
Brazilletto, or Jamaica Wood, the cwt.	0	3	7			
• See 8 Geo. I. cap. 15, for Brazil, &c.						
Deals, above 7 inches in width, and exceeding 20 feet in length, not exceeding 4 inches in thickness, imported in a <i>British</i> built Ship, the 120	5	9	0	5	1	6
— imported in a foreign Ship, the 120	6	3	2	5	1	6
— exceeding 4 inches in thickness, imported in a <i>British</i> built Ship, the 120	11	18	0	11	3	0
	11 Q			Deals		

## OF THE CUSTOMS

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Wood continued.</i>						
Deals imported in a foreign Ship, the 120	12	2	2	11	3	0
— above 7 inches in width, being from 8 to 20 feet in length, and not exceeding 3½ inches in thickness, imported in a <i>British</i> built Ship, the 120	2	13	0	2	10	6
— imported in a foreign Ship, the 120	2	14	5	2	10	6
— exceeding 3½ inches in thickness, imported in a <i>British</i> built Ship, the 120	5	6	0	5	1	0
— in a foreign Ship, the 120	5	7	5	5	1	9
Deal Ends, above 7 inches in width, being under 8 feet in length, and not exceeding 3½ inches in thickness, imported in a <i>British</i> built Ship, the 120	0	17	8	0	16	10
— imported in a foreign Ship, the 120	0	18	2	0	16	10
— exceeding 3½ inches in thickness, imported in a <i>British</i> built Ship, the 120	1	15	4	1	13	8
— imported in a foreign Ship, the 120	1	16	3	1	13	8
Ebony, imported in a <i>British</i> built Ship, the cwt.	0	13	3	0	12	3
— imported in a foreign Ship, the cwt.	0	13	9	0	12	3
Firewood, the fathom, 6 feet wide, and 6 feet high, imported in a <i>British</i> built Ship	0	2	8	0	2	6
— imported in a foreign Ship	0	2	9	0	2	6
Fir Quarters, from 5 to 8 inches square, or if 24 feet in length, or upwards, imported in a <i>British</i> built Ship, the 120	2	13	0	2	10	6
— imported in a foreign Ship, the 120	2	14	5	2	10	6
— under 5 inches square, and under 24 feet in length, imported in a <i>British</i> built Ship, the 120	1	1	3	1	0	3
— imported in a foreign Ship, the 120	1	1	9	1	0	3
Fir Timber, 8 inches square, or upwards, imported in a <i>British</i> built Ship, the load, containing 50 cubic feet	0	6	8	0	6	4
— in a foreign Ship, the load	0	6	10	0	6	4
Fustick, for Dyers' use, the cwt.	0	0	10			
Handspikes, under 7 feet in length, imported in a <i>British</i> built Ship, the 120	0	6	8	0	6	2
— imported in a foreign Ship, the 120	0	6	11	0	6	2
— 7 feet in length, or upwards, imported in a <i>British</i> built Ship, the 120	0	13	4	0	12	4
— imported in a foreign Ship, the 120	0	13	7	0	12	4
Knees of Oak, under 5 inches square, imported in a <i>British</i> built Ship, the 120	0	3	4	0	3	1
— imported in a foreign Ship, the 120	0	3	6	0	3	1
— from 5 to 8 inches square, imported in a <i>British</i> built Ship, the 120	1	13	0	1	10	6
— imported in a foreign Ship, the 120	1	14	5	1	10	6
— 8 inches square, or upwards, imported in a <i>British</i> built Ship, the load, containing 50 cubic feet	0	9	11	0	9	2
— imported in a foreign Ship, the load	0	10	4	0	9	2
Lathwood in pieces under 5 feet in length, the fathom, 6 feet wide and 6 feet high, imported in a <i>British</i> built Ship	0	13	3	0	12	3
— imported in a foreign Ship	0	13	9	0	12	3
— in pieces 5 feet in length, or upwards, the fathom, 6 feet wide and 6 feet high, imported in a <i>British</i> built Ship	0	19	10	0	18	4
— imported in a foreign Ship	1	0	4	0	18	4
Lignum Vita, the cwt.	0	2	3	0	2	0

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IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Wood continued.</i>						
Logwood for Dyers' use, the ton, 20 cwt.	11	0	0			
Mahogany, the ton, containing 20 cwt.	2	4	0	2	0	0
Masts under 6 inches in diameter; See Spars.						
Masts, six inches in diameter, and under eight inches, imported in a <i>British</i> built Ship, the mast	0	1	1 $\frac{1}{2}$	0	1	0
— imported in a foreign Ship, the mast	0	1	2	0	1	0
— 8 inches in diameter, and under 12 inches, imported in a <i>British</i> built Ship, the mast	0	3	4	0	3	1
— imported in a foreign Ship, the mast	0	3	6	0	3	1
— 12 inches in diameter, or upwards, imported in a <i>British</i> built Ship, the mast	0	6	8	0	6	2
— imported in a foreign Ship, the mast	0	6	11	0	6	2
Nicaragua Wood, for Dyers' use, the cwt.	0	1	4			
Oak Plank, 2 inches in thickness, or upwards, imported in a <i>British</i> built Ship, the load, containing 50 cubic feet	0	19	10	0	18	4
— imported in a foreign Ship, the load	1	0	8	0	18	4
Oak Timber, 8 inches square or upwards, imported in a <i>British</i> built Ship, the load, containing 50 cubic feet	0	9	11	0	9	2
— imported in a foreign Ship, the load	0	10	4	0	9	2
Oars, imported in a <i>British</i> built Ship, the 120	1	19	8	1	16	8
— imported in a foreign Ship, the 120	2	1	3	1	16	8
Olive Wood, imported in a <i>British</i> built Ship, the ton, containing 20 cwt.	3	6	0	3	1	0
— imported in a foreign Ship, the ton	3	8	9	3	1	0
Planks of <i>Ireland</i> , the 100 feet	0	2	9	0	2	6
Red, or Guinea Wood for Dyers' use, the ton	3	6	0			
See 8 <i>Geo.</i> I. cap. 15.						
Round Wood, under 8 inches square, and under 6 feet in length, imported in a <i>British</i> built Ship, the 120	0	13	3	0	12	3
— imported in a foreign Ship, the 120	0	13	9	0	12	3
— if 6 feet in length, or upwards, imported in a <i>British</i> built Ship, the 120	1	6	6	1	4	6
— imported in a foreign Ship, the 120	1	7	0	1	4	6
Spars under 22 feet in length, and under 4 inches in diameter, exclusive of the Bark, imported in a <i>British</i> built Ship, the 120	0	6	8	0	6	2
— imported in a foreign Ship, the 120	0	6	11	0	6	2
— 22 feet in length, or upwards, and under 4 inches in diameter, exclusive of the Bark, imported in a <i>British</i> built Ship, the 120	0	11	0	0	10	2
— imported in a foreign Ship, the 120	0	11	6	0	10	2
— 4 inches in diameter, and under 6 inches exclusive of the Bark, imported in a <i>British</i> built Ship, the 120	1	4	3	1	2	5
— imported in a foreign Ship, the 120	1	5	3	1	2	5
— 6 inches in diameter, or upwards; see Masts.						
Speckled Wood, the cwt.	0	4	5	0	4	1
Spokes for Wheels, not exceeding 2 feet in length, imported in a <i>British</i> built Ship, the 1000	0	19	10	0	18	4
— imported in a foreign Ship, the 1000	1	0	8	0	18	4
— exceeding 2 feet in length, imported in a <i>British</i> built Ship, the 1000	1	19	8	1	16	8
— imported in a foreign Ship, the 1000	2	1	3	1	16	8
Staves, not exceeding 36 inches in length, not above 3 inches thick, or 7 broad, imported in a <i>British</i> built Ship, the 120	0	4	0	0	3	10
— imported in a foreign Ship, the 120	0	4	1	0	3	10

Staves

IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Wood continued</i>						
Staves above 36, and not exceeding 50 inches in length, not above 3 inches thick, or 7 broad, imported in a <i>British</i> built Ship, the 120	0	7	6	0	7	3
— imported in a foreign Ship, the 120	0	7	7	0	7	3
— above 50 inches, and not exceeding 60 inches in length, not above 3 inches thick, or 7 broad, in a <i>British</i> built Ship, the 120	0	10	0	0	9	8
— imported in a foreign Ship, the 120	0	10	1	0	9	8
— above 60 inches, and not exceeding 72 inches in length, not above 3 inches thick or 7 broad, in a <i>British</i> built Ship, the 120	0	15	0	0	14	6
— imported in a foreign Ship, the 120	0	15	1	0	14	6
— above 72 inches in length, not above 3 inches thick or 7 broad, in a <i>British</i> built Ship, the 120	0	17	6	0	16	8
— imported in a foreign Ship, the 120	0	17	7	0	16	8
— not above 3 inches thick, or 7 broad, and not exceeding 5 feet 3 inches in length, shall be deemed clapboards, and pay duty accordingly.						
— exceeding 5 feet 3 inches in length, and above 3 thick, or 7 broad, shall be deemed pipeboards, and pay duty accordingly.						
Sweet Wood, the cwt.	0	5	6	0	4	10
Timber of <i>Ireland</i> , the ton or load	0	3	0	0	2	8
Timber, not otherwise particularly enumerated, being 8 inches square, or upwards, imported in a <i>British</i> built Ship, the load, containing 50 cubic feet	0	6	8	0	6	4
— imported in a foreign Ship, the load	0	6	10	0	6	4
Ufers, under 5 inches square, and under 24 feet in length, imported in a <i>British</i> built Ship, the 120	1	1	3	1	0	3
— in a foreign Ship, the 120	1	1	9	1	0	3
— from 5 to 8 inches square, or if 24 feet in length or upwards, imported in a <i>British</i> built Ship, the 120	2	13	0	2	10	6
— imported in a foreign Ship, the 120	2	14	5	2	10	6
Wainfeet Logs, 8 inches square or upwards, imported in a <i>British</i> built Ship, the load, containing 50 cubic feet	0	9	11	0	9	2
— imported in a foreign Ship, the load	0	10	4	0	9	2
Wood for Dyers' Use, not enumerated, the cwt.	0	1	8			
Wood, manufactured, not otherwise enumerated, imported from any part of <i>Europe</i> , for every 100 <i>l.</i> of the Value thereof	33	0	0	30	10	0
Wood from <i>America</i> , except masts, yards, and bowsprits, duty free; see 8 <i>Geo.</i> I. cap. 12. 11 <i>Geo.</i> III. cap. 41. 26 <i>Geo.</i> III. cap. 53, and 26 <i>Geo.</i> III. cap. 60.						
WOOL, viz: Bever Wool, duty free.						
— cut and combed, except combed in <i>Russia</i> , and imported from thence in <i>British</i> built Ships, the pound	0	16	6			
Carmania Wool; see hair of Goats.						
Coney Wool, the pound	0	0	13			
Cotton Wool, of the <i>British</i> Plantations, free.						
— not of the <i>British</i> Plantations, the pound	0	0	1	0	0	0½
See 6 <i>Geo.</i> III. cap. 52.						
Eltridge Wool, in a <i>British</i> built Ship, free.						
— in a foreign Ship, the cwt.	0	7	9	0	7	0
Hare's Wool, the pound	0	0	1			

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IMPORT	Duty			Drawbacks on Export.		
	£.	s.	d.	£.	s.	d.
<i>Wool continued</i>						
<i>Irish</i> Wool, combed or uncombed, duty free.						
Lamb's Wool, duty free.						
<i>Polonia</i> Wool, duty free.						
Red Wool, duty free.						
Sheep's Wool, duty free.						
<i>Spanish</i> Wool, duty free.						
Woollen Cloths, the yard	1	17	5	1	13	1
— Manufactures, of all Sorts including Hosiery, French, and imported directly into <i>Great-Britain</i> , for every 100 <i>l.</i> of the Value thereof.	12	0	0			
<b>Y</b> ARN, viz. Cable Yarn, the cwt.	0	8	6			
Camel or Mohair Yarn, the pound	0	0	7	0	0	6
Cotton Yarn, the pound	0	0	3 <sup>1</sup>	0	0	3
Cotton Yarn of <i>Ireland</i> , free.						
Grogram Yarn, the pound	0	0	8	0	0	7
<i>Irish</i> Yarn, the pack, containing four cwt. at six score pounds to the cwt.	1	2	0	0	19	6
Raw Linen Yarn, the pound	0	0	1 <sup>1</sup>			
Wick Yarn, the cwt.	1	12	8	1	8	0
Woollen or Bay Yarn, the cwt.	0	14	8	0	13	0
— Yarn of <i>Ireland</i> ; free.						
Worsted Yarn, being of two or more threads, twilted, or thrown, the pound	0	0	10	0	0	9
Goods, Wares, and Merchandize, prohibited to be used in this Kingdom, but allowed to be secured in warehouses, for Exportation, not otherwise enumerated, for every 100 <i>l.</i> of the Value thereof	7	10	0			
<b>GOODS</b> , Wares, and Merchandize, not otherwise enumerated, and not prohibited to be used in <i>Great-Britain</i> , but allowed to be secured in warehouses for Exportation, for every 100 <i>l.</i> of the Value thereof	2	10	0			
All other Goods, Wares, and Merchandize whatever, not being particularly enumerated, or charged with Duty, and not prohibited to be imported, or used in <i>Great-Britain</i> , not exempt from duty, for every 100 <i>l.</i> of the Value thereof	27	10	0	25	0	0



*DUTIES payable on sundry Articles exported from Great-Britain.*

EXPORT	Duty		
	£.	s.	d.
<b>A</b> GARICK, trimmed or pared, foreign, the pound -	0	0	3
— rough, or untrimmed, foreign, the pound -	0	0	1
Alum, <i>British</i> , the cwt. -	0	1	2
Annotto, foreign, the pound -	0	0	1
Antimonium Crudum, foreign, the cwt. -	0	0	3
Aqua-Fortis, foreign, the gallon -	0	0	4
Argoil, foreign, the cwt. -	0	0	8
Arienick, foreign, the pound -	0	0	0½
Bayberries, foreign, the cwt. -	0	0	2
Brazil, or Fernambucca Wood, foreign, the cwt. -	0	1	0
Braziletto, or Jamaica Wood, Foreign, the cwt. -	0	0	8
Cambrics, foreign, and <i>French</i> Lawns, secured in Warehouses, under the 32 Geo. II. cap. 32. and 7 Geo. III. cap. 43. on Exportation to the <i>British</i> Colonies in <i>America</i> , the piece, containing 13 ells -	0	3	4
Cards, viz. New Wool Cards, <i>British</i> , the dozen -	0	0	7
— Old Wool Cards, <i>British</i> , the dozen -	0	0	4
Cloth, viz. White Woollen Cloth, commonly called Broad Cloth, the piece -	0	5	6
Coals, usually sold by measure, viz.			
— exported to <i>Ireland</i> , or the Isle of Man, the chalders, containing 36 bushels, <i>Winechester</i> Measure -	0	1	2
— to any <i>British</i> Colony in <i>America</i> , the chalders -	0	2	3
— exported to any other place, viz. in <i>British</i> built Ships, the chalders, <i>Newcastle</i> Measure -	0	15	5
— in a foreign Ship, the chalders -	1	7	6
— exported in certain quantities, from <i>Newcastle</i> and <i>Swansea</i> , to <i>Jersey</i> , <i>Guernsey</i> , and <i>Alderney</i> , under the Conditions, &c. directed by the 6 Geo. III. cap. 40. the chaldrons, <i>Newcastle</i> Measure -	0	11	0
— usually sold by Weight, viz. exported to <i>Ireland</i> , or the Isle of Man, the ton, containing 20 cwt. -	0	0	9
— to any <i>British</i> Colony in <i>America</i> , the ton -	0	1	6
— to any other place, viz. in <i>British</i> built Ships, the ton, containing 20 cwt. -	0	5	2
— in foreign Ships, the ton, containing 20 cwt. -	0	9	2
Cochineal, foreign, the pound -	0	0	3
Copperas, <i>British</i> , for every 100l. of the Value thereof -	5	10	0
Cotton Wool, of the Growth and Produce of the <i>British</i> Plantations in <i>America</i> , for every 100l. of the Value thereof -	5	10	0
— in <i>British</i> built Ships; free.			
Cream of Tartar, foreign, the cwt. -	0	1	2
Culm exported to <i>Lisbon</i> , under the 31 Geo. II. cap. 15. and the 13 Geo. III. cap. 70. in a <i>British</i> built Ship, the chalders, <i>Newcastle</i> Measure -	0	1	2
— in a foreign Ship, the chalders, <i>Newcastle</i> Measure -	0	1	8
Fustick, foreign, the cwt. -	0	0	2
Galls, foreign, the cwt. -	0	1	2
Glue, <i>British</i> , the cwt. -	0	0	11
Gum Arabic, foreign, the cwt. -	1	13	4
Gum Senega, foreign, the cwt. -	0	5	10
Gum Arabic or Senega, to <i>Ireland</i> , duty-free.			
Hair, viz. Hart's Hair, the cwt. -	0	1	15
Horse Hair, the cwt. -	0	6	8
Ox or Cow Hair, the cwt. -	0	2	3
Hair, not particularly enumerated, and not prohibited to be exported, for every 100l. of the Value thereof -	5	10	0

## EXPORT

## Duty.

	£.	s.	d.
Horses, Mares, or Geldings, each	0	5	6
Indico of all Sorts, foreign, the cwt.	0	0	1½
Isinglass, foreign, the cwt.	0	0	11
Lapis Calaminaris, for every 100l. of the Value thereof	5	10	0
Lead, cast or uncalt, the fodder or ton, 20 cwt.	2	5	2
Lead Ore, for every 100l. of the Value thereof	5	10	0
Leather of all Sorts, tanned, tawed, or dressed, the cwt.	0	1	2
Litharge of Lead, the cwt.	0	0	3
Litmus, foreign, the cwt.	0	0	7
Logwood, foreign, the cwt.	0	1	2
— in British built Ships, free.			
Madder, foreign, the cwt.	0	0	10
Madder Roots, foreign, the pound	0	0	0½
Nicaragua Wood, foreign, the ton, containing 20 cwt.	0	4	5
Orchal, foreign, the cwt.	0	1	2
Orchelia, foreign, the cwt.	0	0	7
Pomegranate Peels, foreign, the cwt.	0	0	5
Red or Guinea Wood, foreign, the cwt.	0	0	10
Safflower, foreign, the pound	0	0	1
Sal Armoniacum, foreign, the pound	0	0	0½
Sapan Wood, foreign, the cwt.	0	0	4
Saunders Red, foreign, the cwt.	0	0	9
Sal Gem, foreign, the pound	0	0	0½
Shumac, foreign, the cwt.	0	0	5
Skins, viz. Badger Skins, the piece	0	0	1
Beaver Skins, the Skin, or piece of Skin	0	0	8
Calves Skins, tanned, tawed, or dressed, the cwt.	0	1	2
Cat Skins, the 100	0	1	6
Coney Skins, dressed or tawed, the 120	0	1	2
— Black, with or without Silver Hairs, dressed or tawed, the 120	0	3	0
Dog Skins, the dozen	0	0	2
Elk Skins, raw, the piece	0	1	2
Fitches, the timber, containing 40 Skins	0	1	10
Fox Skins, the piece	0	0	1
Kid Skins, in the Hair, the 100	0	0	7
Kid Skins, dressed, the 100	0	0	9
Otter Skins, raw, the piece	0	0	0½
— tawed, the piece	0	0	1
Sheep and Lamb Skins, dressed without Wool, the 120	0	2	9
Sheep Skins, tanned, tawed, or dressed, the cwt.	0	1	2
Squirrel Skins, the 1000	0	2	9
Swan Skins, the piece	0	0	2
Wolf Skins, tawed, the piece	0	0	4
Skins, not particularly enumerated, nor prohibited, for every 100l. of the Value thereof	5	10	0
Sticklac, foreign, the pound	0	0	0½
Tin unwrought, the cwt.	0	3	4
Turnfall, foreign, the pound	0	0	0½
Valonia, foreign, the ton, containing 20 cwt.	0	3	11
Verdigrease, foreign, the pound	0	0	1
Wool, viz. Beaver Wool, the pound	0	1	8
All other Goods, Wares, and Merchandize, of the Production, or Manufacture of Great-Britain, the Exportation of which is not prohibited, may be exported without payment of duty, if regularly entered and shipped; on failure thereof, such Goods, &c. shall be subject to the duty, for every 100l. of the Value thereof	5	10	0

DUTIES

*DUTIES payable, and Drawbacks allowed, on sundry Articles carried Coastwise or from Port to Port in Great-Britain.*

COASTWISE	Duty			Drawback		
	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>
<b>C</b> OALS, except Charcoal made of Wood, carried coast-wise, except into the port of <i>London</i> , viz. in case they are such as are most usually sold by Weight, the ton, containing 20 cwt.	0	3	8	0	3	8
— in case they are usually sold by the chalders, or any other measure reducible thereto, the chalders containing 36 bushels	0	5	6	0	5	6
Culm, except into the port of <i>London</i> , the chalders, containing 36 bushels, <i>Winchester</i> measure	0	1	2	0	1	2
Cynders made of Pit Coal, to any port in <i>Great-Britain</i> , for every chalders, containing 36 bushels	0	5	6			
Coals, Culm, and Cynders, from the Bridge of <i>Stirling</i> , on the firth of <i>Forth</i> , to the Town of <i>Dunbar</i> , or to <i>Redhead</i> , or any part betwixt them, or from <i>Ellen Foot</i> to <i>Bank End</i> , in the County of <i>Cumberland</i> , or any place between them, duty-free.						
Coals, except Charcoal made of Wood, brought Coast-wise into the port of <i>London</i> , viz. in case they are such as are most usually sold by weight, the ton, containing 20 cwt.	0	7	0	0	4	0
— in case they are such as are most usually sold by the chalders, or any measure reducible thereto, the chalders containing 36 bushels	0	8	10	0	5	10
Culmn, brought coast-wise into the port of <i>London</i> , the chalders, containing 36 bushels	0	4	5	0	1	5
Coals brought coast-wise into the port of <i>London</i> , for the Royal Hospital at <i>Chelsea</i> , not exceeding 100 chalders by the year, the chalders	0	5	6			
Coals used for melting Copper and tin Ores, within the Counties of <i>Cornwall</i> and <i>Devon</i> , or in Fire Engines for the draining Water out of the Mines of Tin and Copper, within the county of <i>Cornwall</i> , a Drawback of all the duties paid thereon; see 9 <i>Ann.</i> cap. 6. and 14 <i>Geo.</i> II. cap. 41.						
For all Coals used in smelting Copper and Lead within the Isle of <i>Anglesey</i> , or in Fire Engines for draining Water out of the Mines of Copper and Lead, within the said Isle, a Drawback of all the Duties; provided the Amount of such Drawbacks shall not exceed the Sum of 150 <i>l.</i> in any one year; see 26 <i>Geo.</i> III. cap. 104.						
Culm, to be used for the burning of Lime, viz. in Ships, or Vessels, not exceeding 30 tons burthen, from the Port of <i>Milford</i> , to any other place within the counties of <i>Pembroke</i> , <i>Carmarthen</i> , <i>Cardigan</i> , or <i>Merioneth</i> , the chalders, containing 36 bushels	0	1	0			
Wines, viz. <i>French</i> Wine, in bottles above 3 dozen, or in a cask or casks exceeding ten gallons in quantity, sent Coast-wise, or by Land-carriage, into the Port of <i>London</i> , or to any place within the Distance of twenty miles from the Royal Exchange, the ton, containing 252 gallons	4	4	0			
— of any other Sort sent in Bottles, &c. except <i>Rhenish</i> , <i>German</i> , and <i>Hungary</i> Wines, the ton	2	16	0			

## BOUNTIES

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## BOUNTIES allowed on EXPORTATION.

		Bounties		
		£.	s.	d.
<b>C</b> ORDAGE, to all places, except the Isle of Man, for any quantity not less than 3 tons, per cwt.		0	2	4½
See 6 Geo. III. cap. 45. which was continued by other Acts, and 26 Geo. III. cap. 85. for the term of 4 years, and to the End of the then next Session of Parliament.				
Corn, of the Growth and Produce of this Kingdom, when the Price of middling <i>British</i> Corn and Grain, at the Port of Exportation, shall be under the following Prices, and exported according to law.				
Wheat, or Wheat Ground, the quarter, 2 <i>l.</i> 4 <i>s.</i>	-	0	5	0
Malt made therefrom, the quarter, when wheat at 2 <i>l.</i> 4 <i>s.</i>	-	0	5	0
Rye, or Rye Ground, the quarter, 1 <i>l.</i> 8 <i>s.</i>	-	0	3	0
Barley, Beer, or Big, the quarter, 1 <i>l.</i> 2 <i>s.</i>	-	0	2	6
Malt made therefrom, the quarter, when barley at 1 <i>l.</i> 2 <i>s.</i>	-	0	2	6
Oats, the quarter, 14 <i>s.</i>	-	0	2	0
Oatmeal, the quarter, containing 276lb. when Oats are at 14 <i>s.</i>	-	0	2	6
Gunpowder, for each barrel, containing 100 pounds weight	-	0	4	6
Linens, made of Hemp or Flax, in <i>Great-Britain</i> , <i>Ireland</i> , or the Isle of <i>Man</i> , and exported to <i>Spain</i> , <i>Portugal</i> , <i>Gibraltar</i> , or <i>America</i> , under the Value of 5 <i>d.</i> per yard		0	0	0½
— valued 5 <i>d.</i> and under 6 <i>d.</i> per yard	-	0	0	1
— valued 6 <i>d.</i> and under 1 <i>s.</i> 6 <i>d.</i> per yard	-	0	0	1½
<i>British</i> checked or striped Linen, 7 <i>d.</i> and not exceeding 1 <i>s.</i> 6 <i>d.</i> per yd.	-	0	0	0½
N. B. Every yard of the above Linen must be of the Breadth of 25 inches, or more.				
See 29 Geo. II. cap. 15.—5 Geo. II. cap. 43.—10 Geo. II. cap. 38. and 19 Geo. II. cap. 27.				
For every yard of Diaper, Huckaback, Sheeting, and other Species of Linen, upwards of one yard <i>English</i> in Breadth, and not exceeding 1 <i>s.</i> 6 <i>d.</i> the square yard		0	0	1½
<i>British</i> or <i>Irish</i> Buckrams, Tilletings, Linen, <i>British</i> Callicoes, or Cotton mixed with Linen, printed, painted, stained, or dyed in <i>Great-Britain</i> , of the breadth of 25 inches or more, before the printing, painting, or staining thereof, under the value of 5 <i>d.</i> per yard		0	0	0½
— valued 5 <i>d.</i> and under 6 <i>d.</i> per yard	-	0	0	1
— valued 6 <i>d.</i> and under 1 <i>s.</i> 6 <i>d.</i> per yard	-	0	0	1½
See 21 Geo. III. cap. 40.				
Sail Cloth, viz. <i>British</i> made Sail Cloth, exported under the regulations required by law, per ell		0	0	2
See 12 Anne, cap. 16.—4 Geo. II. cap. 27. and 18 Geo. III. cap. 45.				
Salted Beef and Pork, per barrel	-	0	5	0
— Salmon, per barrel	-	0	4	6
— Dried Ling and Cod, called Haberdines, per cwt.	-	0	3	0
— Wet Ling and Cod, the barrel of 32 gallons	-	0	2	0
— White Herrings, the barrel of 32 gallons	-	0	2	8
— Red Herrings, the barrel of 32 gallons	-	0	1	9
— Red Shotten, the barrel of 32 gallons	-	0	1	0
— Sprats dried, the last	-	0	1	0
N. B. They must be cured with <i>English</i> or foreign Salt, which has paid duty, of which the proprietor must make oath.				

		Bounties.		
		£.	s.	d.
Silk Manufactures, of <i>Great-Britain</i> , exported under the regulations, according to law, <i>free</i> .				
Ribbons and Stuffs, of Silk only, the pound avoirdupois weight	}	0	5	0
Silk Gauze, $\frac{1}{4}$ of the weight on which is allowed for Gum				
Silk Stockings, Silk Gloves, Silk Fringes, Silk Laces, Stitching or Sewing Silk, the pound, ditto		0	3	0
Silk, and Ribbons of Silk, mixed with Gold and Silver, the pound, ditto		0	6	8
Stuffs of Silk and Grogram Yarn, the pound ditto		0	1	2
Stuffs of Silk, mixed with Inkle, or Cotton and Gauze, the pound ditto		0	1	8
Stuffs of Silk and Worsted		0	0	10
Sugar, refined from Sugar of the <i>British</i> Plantations, under the regulations and restrictions according to law, <i>free</i> .				
— in Loaves, complete and whole, and in Lumps, duly refined, for every cwt.		0	1	6
— called Bastards, ground or powdered Sugar, broken in pieces, and Candy refined, for every cwt.		0	11	8

#### Bounties, Premiums, or Allowances.

Hemp, water rotted, bright and clean, of the Growth of <i>Ireland</i> , imported directly from thence, under the regulations required by law; from <i>June 24, 1786</i> , to <i>June 24, 1793</i> , per ton		6	0	0
Ditto, from <i>June 24, 1793</i> , to <i>June 24, 1800</i> , per ton		4	0	0
Raw Silk, of the Growth of the <i>British</i> Colonies in <i>America</i> , imported directly from thence into the port of <i>London</i> , under the regulations required by law, for every 100 <i>l.</i> value, from <i>January 1, 1784</i> , to <i>January 1, 1791</i>		15	0	0
See 9 <i>Geo. III.</i> cap. 38.				
Tobacco, damaged, for every pound weight cut off		0	0	0
See 9 <i>Geo. I.</i> cap. 21.				
Wines, damaged or corrupt, or unmerchantable, if the Importer shall refuse to pay the duties thereon, the Commissioners of the customs may cause such wines to be received into the custody of the proper officers, and to be publicly sold, in order to be distilled into Brandy, or made into Vinegar; the produce of such sale to be paid to the importer, but not to exceed the following Allowances:				
Of the Growth of <i>Germany</i> , or which pay duty as such, the ton		4	0	0
— of <i>France</i>		4	0	0
— of <i>Spain</i> , <i>Portugal</i> , or elsewhere		8	0	0
But no Allowances to be made for any Wines, unless imported in casks on board a merchant's Ship, directly from the place of the Growth, or the usual place of shipping, except as to ships stranded.				



**T**HE Merchant being thus enabled to ascertain and prepare the Sum requisite for the Acquittal of the Duties, his next Care must be to appoint a proper Person to report the Ship's Arrival, and to make the Entries in the Long Room up-stairs at the Custom-house; and the Manner of transacting this Business follows here in order.

Form of ENTRIES inwards.

WHEN a Ship arrives, on which a Merchant has any Goods, it is usual for him to apply to some Clerk in the Long Room at the Custom-house to make the Entry, who computes the Duties, and directs him where to pay them in, for which his Charge is very small; however, if one has a Mind to avoid it, he must draw out a *Bill of Entry* in the following Manner, *viz.*

London, October the 25th, 1791.

In the Union, Thomas Richardſon a Alicant.

S. T.

S. T. No. 1 a 10, Ten Bales of Almonds, containing 60 Cwt. 2q. 34 4 4-20  
per Cwt. £ 103 : 1

of which the Merchant must make seven, the one written in Words at length which is to pass, and called a Warrant; and in the others, the Contents may be expressed in Figures, which are all delivered to the proper Clerks in the Long Room, who attend for that Purpose, from Ten in the Morning till two in the Afternoon; and having paid the Customs into the Treasury, a Receipt is given for them, and Officers appointed so soon as others concerned in the Cargo have taken the same Steps.

But previous to this Entry, the Ship must be reported, the Method of performing which I shall add for the Sake of those who may be as well Owners as Merchants.

On the Ship's Arrival in the River, the general Practice is to nominate a Person to act as a Ship's Husband, except an Owner has a Mind to perform this Part himself, who must take an exact Account of her Lading from the Captain's Manifest, and report the same at the Custom-house; which he does by making two Copies, the one on a blank Sheet of Paper, and the other on a Paper with the Oath to be taken by the Master of the Ship, printed on it, given by the Usher of the Custom-house, who generally attends at the upper End of the Long Room, to administer Oaths, &c. And the Report is to be made in the subsequent Form, *viz.*

To report a Ship.

After exactly copying the Manifest on the two Sheets of Paper, as before-mentioned, you must go to the Comptroller, or to the Deputy Comptroller, in the Long Room of the Custom-house, accompanied by the Master, and read the two Manifests over with him, of which he retains that written on the plain Sheet; and the other with the printed Oath, you must return to the Usher from whom you received it, who, after examining the Master concerning the Ship, and this latter has sworn to the Manifest, the Usher directs you how, and to whom you must pay for entering the Ship, and your next Business is to see, whether those principally concerned in her Cargo have made their Entries, that if they have not, you may apply for their doing it, in Order to let the Ship to work, and begin her Discharge.

Omissions in a Report.

When upon the Delivery of any Ship, it appears that any Part of the Cargo has been omitted in the Master's Report, and he applies to the Collector to amend the same; though the Officers have not any Reason to believe, but that such Omission was through Inadvertency, and without any Design of Fraud, yet the same shall not be permitted as the Law stands; but the Honourable the Commis-

sioners

## OF THE CUSTOMS

tioners are to be acquainted with a true State of the Cafe, and if they are satisfied, and are pleased to give Leave, then the Goods so omitted, may be added to the Report, after the following Manner :

Third Day of *March*, 1791—Added by the Commissioner's Leave of the 8th ultimo.

*D. S.—4—1 Cafe—Linen—David Smith.*

*A. B. Master.*

And then the Report is sworn to *de novo*, inserting the particular Days underneath that, when sworn to before.

*Directions how to proceed after the Report is made.*

The Person directed by the Owners to take an Account of every Merchant's Goods as they are delivered, called the Ship's Husband, having got the Land-waiter's Name, who is appointed for the Ship, he applies to him for Information of what Merchants have made their Entries, and for a Copy of his Warrant, which he signs, and sends aboard the Ship to the Officers there, that they may commence their Work, which they soon after do, and send a Hoy or Lighter to the Quays.

And against the Lighter's Arrival, the Ship's Husband has prepared a Book, ruled in the same Manner as the Waiter's; on one Side of which he places the Number or Quantity of Goods he judges the Lighter may contain, as in the

1 A B No.	4	Margin, and opposite thereto, he sets down the Marks and
2 C D	8	Numbers of each Parcel as they are landed; and as soon as
3 E F	5	the Lighter is delivered, he takes a View, or gets the Surveyor
4 G H	9	to give him an Account of the Damage, if any, upon the Goods.

When the Goods are weighed or measured, and the Merchant has got an Account thereof, and finds his Entry already made too small, he must make a Post-Entry for the Surplusage in the same Manner as the first was done.

And as a Merchant is always in Time to make his Post, he should take Care not to over-enter, to avoid as well the Advance as the Trouble in getting the Overplus back; however, if this is the Cafe, and an Over-Entry has been made, and more paid or bonded for Customs than the Goods really landed amount to, the Land-waiter and Surveyor must signify the same, upon Oath made, and subscribed by the Person so over-entered, that he, or any other Person to his Knowledge, had not any of the said Goods over-entered on board the said Ship, or any where landed the same without Payment of Custom; which Oath must be attested by the Collector and Comptroller, or their Deputies, who then compute the Duties, and set down on the Back of the Certificate, first in Words at Length, and then in Figures, the Sums to be paid; which Certificate and Endorsement are as follows:

*The CERTIFICATE.*

These are to certify, that *J. F.* did pay his Majesty's Duties inward in the *Dolphin*, *Thomas Wheeler*, Master, from the *Sound*, the 9th Day of *May*, 1791, for 124 Ton of Iron, 35 hundred and a half of Copper in Plates, and 800 hundred Clap-Boards; and we the Officers underwritten did examine the same at the Delivery thereof out of the said Ship, and found no more than 118 Tons of Iron; 33 hundred Weight of Copper, and 763 hundred Clap-Boards: And for further Manifestation of the Truth hereof he made Oath, that neither he, nor any other Person, to his Use or Knowledge, had any of those Goods over-entered on board the said Ship, or in any Place landed them without paying Customs. Dated at the *Custom-house*, *London*, the 14th Day of *May*, 1791.

*W. B. Surveyor.*

*H. S. Landwaiter.*

*Jurat.* *J. F.* that the Contents of the above-mentioned Certificate are true.

*J. F.*  
As

As the Difference is very great between the Duties paid by British Subjects, and those paid by Aliens, it is necessary in this place to observe, with Respect to the making and subscribing of Merchants' Entries at the *Custom-house*, that any British Man may custom, in his own Name, the Goods of another British Man; so may one Merchant Stranger enter the Goods of another Merchant Stranger: but he that so enters the Goods of another Person, whereby the King loses his Duty, forfeits the Goods to the King, &c. and likewise all his own Goods and Chattels for ever. 1 *Eliz.* Cap. 11. S. 6.

*Bills of Sight.*

When Goods come consigned to any Merchant, and he has not received any Invoice, Bill of Lading, or other Advice, from his Correspondent, or happens by any other Cause to be ignorant of the real Quantities and Qualities of the said Goods, so that he is not capable of making a perfect Entry of the same, he must acquaint the Collector and Comptroller thereof, and desire a Bill of Sight, or View, in Order to have them brought on Shore and examined; who, upon the Merchant's making Oath to the Truth of his Allegations, and depositing such a Sum of Money in the Collector's Hands, as may be conjectured to be sufficient to answer the Duties, will grant such Bill. The Form thereof, and the whole Method of Execution must be as follows:

January 23, 1791.

In the Britain of London, Jonathan Dael Master, from Ofsend.

Edward Hague.

Sight { 2 Cases  
A. F. { 1 Bale  
No. 1 to 5. { 2 Packets } of Merchandise, Quantity and Quality unknown.

Andrew Fountain maketh Oath, that neither he, nor any other Person for his Use, has received any Invoice, Bill of Lading, or other Advice, or doth know the Contents of any of the Goods above mentioned, so as to be capable of making a true and perfect Entry thereof, without having them first examined by the Officers of the Customs.

*Jurat.* 23 die Januarii, 1791.  
*Coram me* A. B. Collector.

Signed Edward Hague.

Sufficient Money being deposited to secure the Duties, you may permit the Goods above mentioned to be landed under your Care, and to be brought to his Majesty's Warehouse, to be there viewed, examined, &c. by the Surveyor and the Land-Waiters, who are to endorse the particular Quantities and Qualities on the Back hereof, and return the same to us immediately, that a perfect Entry may be made: but the Goods are not to be delivered till such perfect Entry be made, and his Majesty's full Duties be paid.

Deposited one hundred Pounds.

R. M. Collector, T. W. Customer, I. L. Comptroller.

To { E. B. Surveyor.  
W. A. Tide-Surveyor.  
C. R. } Land-Waiters.  
M. P. }

*Time allowed to export by Certificate.*

The Merchants are allowed, for their shipping off Tobacco, Sugar, Ginger, Pepper, Bugles *alias* Beads, Cast and Bar Iron, dying Wood, all dying Wares and Drugs, eighteen Months to *British*, and fifteen Months to *Aliens*, to have their Drawback; and all other Goods, twelve Months to *British*, and nine Months to *Aliens*.

Amber Beads, rough Amber, Coral Beads, and polished Coral, and all Cowries, may draw the Impost 169 $\frac{1}{2}$  exported in three Years.

2, 3 and 9 duns.

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No Duties or Customs are to be taken for Prize Goods, consisting of any Military or Ship Stores.

Wines which, at the Time of landing, shall be damaged, corrupt, or unmerchable, and which shall be given up to the Officers of the Customs, to be publickly sold, in Order to be distilled into Brandy, or to be made into Vinegar, in Manner directed by the Act of 12 Geo. I. for the Improvement of his Majesty's Revenues of Customs, Excise, and Inland Duties, are not chargeable with the Duty of 3*l.* per Ton.

Almost all Goods and Merchandize imported, pay Duties, and are to be delivered either by *Tale*, *Weight*, *Measure*, or *Gauge*.

Those which pay Duty by *Tale*, are, at the Delivery, to be tallied at one, ten, twenty, &c. according to the Nature of them; and as the Merchant cannot, generally, have any Pretence for a short Entry in Goods by *Tale*, therefore it is supposed that, in Strictness, no Post-Entry should be admitted of.

Goods paying Duties by *Weight*, are to be brought to the King's Beam, and weighed, in Order to adjust the true Quantity for which his Majesty's Duties ought to be paid; for, in Consideration of the different Proportion which foreign Weights bear to the *British*, the Waste, &c. which may happen during the Voyage, and the Draughts and Tares to be allowed on the Landing, it cannot be expected that a perfect Entry can be made at first; but to enable the Merchant to make the nearest Estimate of the true nett Weight to be entered, he will be furnished in the Progress of this Work with a Table of the Proportion which all foreign Weights bear with our's, and also with the particular Draughts, Tares, &c. on all Goods imported; abstracted from Mr. *Crouch's* Account of them.

At landing the Goods, the Weigher is to call out the full and true gross Weights in the Scale, which, the Landwaiters, and Ship's Husband, are to enter in their Books, and should check with one another every Day, and from the Total of the said Gross Weight is to be deducted an Allowance in Consideration of

**DRAUGHT**, according to the following respective Weights, *viz.*

On all Goods imported, weighing under 1 Cwt.	1 lb. Dra.
From 1 to 2	2
2 to 3	3
3 to 10	4
10 to 18	7
18 to 30 or upwards	9

9 Geo. I. C.  
21. S. 15.

Except Tobacco of the *British* Plantations, which is to be allowed eight Pounds Draught only, for every Hoghead of 350*lb.* or upwards.

These Allowances for *Draughts*, the Landwaiters may, when they are very different, insert in their Books, opposite to each respective Draught, or, when they are not very different, compute the same, by counting the Number of the Draughts at each separate Allowance.

The Allowance for Draught being deducted, there is, in most Cases, a farther Allowance to be made out of the remaining Weight, called

**TARE**, being a Consideration for the outside Package that contains such Goods which cannot be unpacked without Detriment: or for the Papers, Threads, Bands, &c. that inclose or bind any Goods which are imported loose; or, though imported in Casks, Chests, &c. yet can be unpacked and weighed nett.

Several Sorts of Goods have their *Tares* ascertained, and those *Tares* are not to be altered or deviated from, in any Case within the Port of *London*, unless the Merchant, or the Officers of the Crown, thinking themselves prejudiced by such *Tares*, shall desire that the Goods may be unpacked, and the nett Weight taken; which may be done either by weighing the Goods in each respective Cask, &c. nett, or, as is practised in the *East-India* Goods particularly by picking out several Casks, &c. of each Size, and making an Average, and so computing

computing the rest accordingly. But this must not be done without the Consent of two Land-Surveyors, attested by their Hands in the Landwaiter's Books; and in the Out-Ports, not without the Consent of the Collector and Surveyor: And as to those Goods which have not their *Tares* ascertained, two Land-Surveyors in *London*, and the Collector and Surveyor in the Out-Ports, are to adjust and allow the same in the like Manner.

Sometimes the Casks, &c. are weighed beyond Sea before the Goods are put in, and the Weight of each respective Cask, &c. marked thereon, as is usual for most Goods imported from the *British* Plantations, or else inserted in the Merchant's Invoice; in which Case, if the real Invoice be produced, and the Officers have satisfied themselves, by unpacking and weighing some of them, that those Weights are just and true, they do then, after having reduced them to *British* Weight, if not so before, esteem them to be the real *Tares*, and pass them accordingly; though sometimes the *Tares* on the Cask, &c. are wholly disregarded, and the real *Tares* taken.

But the unpacking Goods, and taking the nett Weight, being supposed the justest Method, both for the Crown and Merchant, it is usually practised in the Port of *London*, in all Cases where it can be done with Convenience, and without Detriment to the Goods.

Goods, delivered by *Measure*, are under three different Regulations:

1. Such as *Linens* particularly; which are measured by running *Measure*, being no more than taking the Length of the Piece from one End to the other.

And as in the *Holland*, *Flanders*, and some Sorts of *German* *Linens*, the Contents in *British* Ells are often annexed to, or marked on each Piece, and likewise inserted in the Merchant's Invoice; therefore there will not be any Difficulty in making a perfect Entry: So that no Post-Entry will be admitted in this Case.

And for such *Linens* as are contented in foreign Measures, the Table, which will hereafter be inserted, proportioning them to the *English*, will enable the Merchant readily to find their Contents in *British* Yards or Ells, according as the Nature of the Entry shall require.

But those *German*, or East-Country *Linens*, which are not contented, by reason the several Pieces of each respective Sort are generally about the same certain Lengths, may be entered, by computing the whole Quantity at such usual Lengths, and delivered by the Officers, by measuring some of the Pieces, and computing the rest accordingly.

2. Such as *Pictures*, *Grave* and *Paving Stones*, and *Marble Tables* particularly, which are measured by square and superficial Feet.

Such as *Marble Blocks*, and *Timber* particularly, which are measured by solid or cubical Measure.

Goods delivered by *Gauge*, are *Wines*, &c. and all exciseable Lignors, whose Quantity to be entered may be pretty nearly determined by considering the Size of the Casks, and what accidental Leakage, or other Diminution, may have happened during the Voyage.

Before any Goods are delivered by Virtue of any Warrant, the same must be copied into the Landwaiter's Books, as a Foundation for the Delivery, distinguishing the Date and Number of the Entry, the Merchant's Name, the total Duties paid, the particular Packages, with the Marks, Numbers and Quantities of the Goods, for which the Duties have been paid.

And at the Delivery of the Goods, underneath the said Copy of the Warrant, must be inserted the particular Manner of the Delivery, as the Tale, Weight, Measure or Gauge, with the respective Allowances, for Draught and Tare, where the same are to be allowed, from the Total; wherefrom the Quantity first entered being deducted, the Remainder is the Quantity, for which a Post or additional Entry is to be made; and when the same is made, the Date and Number of such Entry must be inserted, opposite to the said short Entry, as will be illustrated by three or four Examples annexed.

In



In making Entries it is usual for Merchants to include all the Goods they have on board the same Ship in one, though sometimes they may happen to be of twenty several Denominations, or more; and as it is enacted by 12 Car. II. Cap. 4. *Sett.* 4. to which subsequent Acts have had Reference, That if any Goods, or Merchandize, be brought from Parts beyond the Seas into this Realm, by way of Merchandize, and unshipped to be laid on Land, Customs, and other Duties thereof, not paid, or tendered to the Collector, &c. nor agreed with for the same in the Customhouse, then the said Goods and Merchandizes shall be forfeited; therefore there was some Years ago a Resolution of the Court of Exchequer, that, to admit of Post or additional Entries, where Goods are short entered, the Goods so short entered being laid on Land before Payment of Duty, is a Matter of Favour and Indulgence, to prevent such Goods from Forfeiture; and though, in Goods delivered by Weight and Gauge, it is almost impossible to make a perfect Entry before Landing, yet in Goods delivered by Tale and Measure there cannot be any Excuse or Pretence for a short Entry, and therefore, as has been before remarked, it ought not to be allowed,

*Examples of the Examination and Delivery of Foreign Goods imported.*

6th of December, 1791, No. 45.		14th of December, 1791, No. 31.	
<i>Benjamin James</i> £10 12 2½		<i>John Siam</i> £0 0 0	
B I. No. 1 a 10 Ten Casks, containing		I. S. No. 1 a 3.	
C. 50 0 0 of Allum.		R. V. No. 5 a 8.	
		K. O. No. 3. 7. 9.	
No.	1 6 0 10	I. S. No. 2	12 3 14
	2 6 3 14	3	12 0 14
	3 5 3 17	1	12 0 14
	4 6 0 13	R. V.	7 13 2 7
	5 5 3 24	5	12 3 0
	6 6 1 12	8	13 0 18
	7 6 3 2	6	11 3 14
	8 6 0 0	K. O.	8 13 0 18
	9 6 0 8	7	11 3 26
	10 6 1 18	3	13 2 0
	62 2 6	10	128 0 27
	1 12 Draught		
	60 0 22	10 at 7lb.	0 2 14 Draught.
	6 1 22 Tare at 12lb.		127 2 13
	per Cent.		15 3 2 Tare at 14lb.
Delivered	53 3 0	Delivered	111 2 19
Entered	50 0 0	Entered	100 0 0
Short	3 3 0	Short	11 2 19
Posted 8th December, No. 18.		Posted the 17th December. No. 5.	

# AND CUSTOM-HOUSE OFFICERS.

993

15th January, 1791, No. 10. George Chafe		15th January, 1791, No. 7. Robert Ashby	
G. C. No. 1 a 10—10doub. Serons cont. R. A. No. 1 a 10—10 Sacks, cont. 20			
45 C. of Barilla.		C. Weed Ashes,	
C.qr. lb.		C.qr. lb.	
No. 1	5 1 8	No. 1	2 2 3
2	5 3 2	2	2 1 22
3	4 3 18	3	2 1 14
4	4 2 27	4	2 1 16
5	5 1 10	5	2 1 19
6	5 3 22	6	2 1 24
7	5 2 20	7	2 2 6
8	5 3 17	8	2 2 4
9	4 3 25	9	2 1 26
10	6 0 3	10	2 1 15
10	54 2 12	10	24 2 8
	0 1 12 Draught		
	54 1 0		
	3 0 24 Tare at 36lb. each		
Delivered	51 0 4	Delivered	23 2 10
Entered	45 0 0	Entered	20 0 0
Short	6 0 4		
Posted 24th of January, No. 5.		Short	3 2 10
Tare thirty-six Pounds per double Seron.			
A. B. } Surveyors.		Posted 18th of January, No. 9.	
B. C. }			

Note, It is sometimes imported in fingle, and sometimes in treble Serons of about the same Weight.

## Of Landing and Lading.

The Merchants of London are allowed to unlade their Goods at any of the lawful Keys and Places for landing Goods, between the Tower of London and London-Bridge, between the Sun-rising and Sun-setting, from the 10th of September to the 10th of March, and between the Hours of six of the Clock in the Morning and six in the Evening, from the 10th of March to the 10th of September, giving Notice to the proper Officers appointed to attend the lading and unlading Goods; and such Officers as shall refuse, upon due Calling, to be present, shall forfeit for every Default 5*l*.

It may be lawful for any Person to ship or lade into any Ship or Vessel, on the River of Thames, bound over Seas, Horfes, Coals, Beer, ordinary Stones for building, Fish taken by any of his Majesty's Subjects, Corn, or Grain, the Duties being paid, and Cockets, and other lawful Warrants, duly passed for the same.

So likewise Deal Boards, Balks, and all Sorts of Mafts, and great Timber, may be unshipped, and laid on Land, at any Place between Limehouse and Westminster, the Owners first paying or compounding for the Customs, and declaring at what Place they will land them before they unship them; and upon Licence had, and in the Presence of an Officer, they may unlade them; otherwise they incur a Forfeiture.

## Form of Sufferances for landing Goods at an unlawful Key.

Though foreign Goods and Merchandizes have been entered, and his Majesty's Duties duly paid, and a Warrant be thereupon granted for the Delivery thereof; yet, if the Merchant, for his Conveniency, is desirous to land them

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at

at any other Place than the lawful Keys appointed by his Majesty's Commission out of the Court of Exchequer, a special Sufferance must be granted for that Purpose, after the following Manner:

*In the Aldolbus of Stockholm, Hans Carvel, from Sweden.*

*Edmund Boehm.*

Three thousand five hundred Bars, containing sixty Tons of Swedish Iron, two hundred and fifty Barrels, containing twenty Lasts of Tar. A Warrant having been past by us for Delivery of the above mentioned Goods, and the Importer having signified to us, the Inconveniency that would attend the bringing the same to the lawful Key, we have granted this special Sufferance for landing the same at—

You are therefore to permit the same to be unladen into Lighters, and afterwards landed at the said Place, in like Manner, and with like Care, Examination, and Inspection, as is usual at the lawful Key: For which this shall be your Voucher.

Dated at the Custom-house, London,  
the 20th of May, 1791.

*A. B. Collector, B. C. Customer, C. D. Comptroller.*

To { *D. E. Surveyor,*  
*E. F. } Landwaiters.*  
*F. G. }*

Every Merchant making an Entry of Goods, either inwards or outwards, shall be dispatched in such Order as he cometh; and if any Officer or his Clerk shall, either for Favour or Reward, put any Merchant or his Clerk, duly attending and making his Entries as aforesaid, by his Turn, to draw any other Reward or Gratuity from him than is limited in the Act of *Tonnage and Poundage*, and the general Books of Value, if the Master Officer be found faulty herein, he shall, upon Complaint to the chief Officers of the Custom-house, be strictly admonished of his Duty; but if the Clerk be found faulty therein, he shall, upon Complaint to the said chief Officers, be presently discharged from his Service, and not permitted to sit any more in the Custom-house.

Every Merchant shall have Liberty to break Bulk in any Port, and to pay Custom for no more than he shall enter and land, provided that the Master of such Ship, make Declaration upon Oath, before two principal Officers of the Port, of the Content of his Lading; and shall declare upon Oath, before the Customer, Collector, Comptroller, or Surveyor, or two of them, at the next Port where his Ship shall arrive, the Quantity and Quality of the Goods landed at the other Port, and to whom they did belong.

The Officers who sit above in the Custom-house of London, shall attend their several Places from nine to twelve in the Forenoon, and one Officer or Clerk shall attend with the Book in the Afternoon, during such Time as the Officers are appointed to wait at the Water-side; All other the Officers of the Out-Ports shall attend every Day in the Custom-house between the Hours of nine and twelve in the Morning, and two and four in the Afternoon.

The Officers of *Gravesend*, having Power to visit any Ship outward bound, shall not without just Cause detain her, under Colour of searching, above three Tides, under Pain of Loss of their Office, and rendering Damage to the Merchant and Owner of the Ship. And the Officer in any of the Out-Ports shall not without just Cause detain any such Ship above one Tide, after the Ship is fully laden and ready to sail, under Pain of Loss of Office, and rendering Damage.

#### *Of Entries Outwards.*

When the Goods you intend to export are made up in the Packages you think proper, whether in Bales, Bags, Boxes, Cases, or in any other Manner, you must carry the true Contents to the Custom-house, by a Bill of Entry like the following one, *viz.*

*In the Mary, Joseph Thomas, for Lisbon.*

*T. S.*

*T. S.* Two Cases of Hats, viz.

N<sup>o</sup>. 1 qt. 90 Dozen.

2 — 18

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Cases 2 — 108 Dozen.

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*T. S.* Two Trunks of Stockings.

N<sup>o</sup>. 1 qt. 82 Dozen.

2 — 32

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Trunks 2 — 114 Dozen.

Of these Bills you must write seven, and act with them as directed for the Bills inwards; and on having satisfied the Customs, you will have a small Piece of Parchment called a Cocket, which testifies your Payment thereof and all Duties for such Goods; and having marked and numbered your Goods, you endorse the same on the back of the Cocket, and of your shipping Bill, mentioning the true Contents of each Bale, &c. This Cocket and shipping Bill you must give to the Searcher with his Fee; and after paying the Wharfage and Portage of your Goods, you may ship them off; and take Care that you remind the Person who carries them on board, to bring you the Mate's Receipt for them, which you deliver to the Captain when he signs your Bills of Lading.

*The Form of a COCKET.*

**K**NOW ye, that *T. S. Ind.* for 108 Dozen of Hats, and 114 Dozen of *Ind. or Ind.* Stockings, in the *Mary, Joseph Thomas Master, for Lisbon*, paid all Duties. *grants, signifies*  
 Dated *August* 30, 1791. *natural-born.*

On the Back of the Cocket write the Marks, Numbers, and also the Quantity of the Goods contained in the Cocket: Thus,

N <sup>o</sup> . 1	1	Cafe qt. 90 Dozen of Hats.
2	1	Cafe qt. 18 Dozen of Hats.
<i>T. S.</i> 1	1	Trunk qt. 82 Dozen of Hofs.
2	1	Trunk qt. 32 Dozen of Hofs.

If several Sorts of Goods are exported at once, of which some are free, and others pay Customs, the Exporter must have two Cockets, and therefore must make two Entries, one for the Goods that pay, and the other for those that do not pay Custom.

But to export Goods by Certificate, which must be foreign Goods formerly imported, and on which a Part of the Customs paid on Importation is drawn back, provided they are exported in the Time limited by Act of Parliament, it is not sufficient only to mention the Marks, Numbers, and Contents, as commonly practised in the Entries outwards, but also the Name of the Ship in which the Goods were imported, the Importer's Name, and Time of Entry inwards; and make Oath, that the Entries for those Goods were paid, or secured to be paid, as the Law directs. After you have made an Entry in this Manner, you are to carry it to the Collector and Comptroller, or their Deputies, who, after examining their Books, will grant a Warrant, a Specimen of which is here annexed, which must be given to the Surveyor, Searcher, and Landwaiter, for them to certify the Quantity of Goods; after which the Certificate must be brought back to the Collector and Comptroller, or their Deputies, and Oath made, that the said Goods are really shipped, and not landed again in any Part of *Great-Britain.*

*Britain.* This done, they set down, in Words at length, on the Back of the De-  
benture, and then in Figures on the same Side, the Sum of the Duties, and  
subscribe jointly to the Whole. By Virtue of this Debenture, the Exporter may,  
in one Month after the Ship's Departure from *Great-Britain*, demand his Draw-  
back; and if the Collector has not Money in his Hands to pay the Debenture,  
he is to certify the same on the Back of the Debenture, that the Exporter may  
have Recourse to the Commissioners, who are then to pay him. Suppose that  
*H. V. Merchant of London*, exports 23 Dozen of Napkins, Holland's making,  
and 232 Ells of Holland, which he imported before from *Amsterdam*; he makes  
his Entry in the following Manner, *viz.*

*London, May 7, 1791.*

*In the Goodfellow, Samuel Johnson, for Barbadoes.*

*H. V.*

*H. V.* One Box, containing twenty-three Dozen of Napkins, Holland's mak-  
ing, and one Bundle, containing two hundred thirty-two Ells of Holland, im-  
ported the 20th of April last, in the *Dragon*, of *London*, *Samuel King*, Master,  
from *Amsterdam*; the Customs Inward being paid by the said *H. V.* the 20th  
of April last.

*H. V.*

The Collector and Comptroller, or their Deputies, give a Warrant of the  
same Tenor, signed by them, and directed to the Surveyor and Landwaiter;  
after which you have a Cocket in the following Manner:

*London,*

*K*NOW ye, that *H. V. Merchant*, for twenty-three Dozen Napkins, Hol-  
land's making, and two hundred thirty-two Ells of Holland, paid all the Du-  
ties inwards the 20th of April last, out of the *Dragon* of *London*, *Samuel King*  
Master, from *Amsterdam*, late unladen, and now in the *Goodfellow*, of *London*,  
*Samuel Johnson* Master, for *Barbadoes*. Dated the 7th of May, 1791.

*A. R. Collector.*

*C. D. Comptroller.*

And on the Back of the Cocket is endorsed as follows; The Contents of the  
Goods shipped, two-hundred thirty-two Ells of *Holland*, twenty-three Dozen  
Napkins, *Holland's* making.

*E. V. Surveyor.*

*A. L. Searcher.*

*The DEBENTURE runs in the subsequent Form.*

*H. V.* Ind. did enter with us, the 20th of April last, in the *Dragon*, of  
*London*, *Samuel King* Master, from *Amsterdam*, twenty-three Dozen  
Napkins, *Holland's* making, and two hundred thirty-two Ells of *Holland*; the  
Customs being paid inwards, by *H. V. Merchant*, the 20th of April, 1791,  
as doth appear by the Certificate of the Collector inwards; and for further Mani-  
festation of his just Dealing herein, he hath also taken Oath before us for the  
same. *Custom-house, London*, the Day and Year above written.

*A. R. Collector.*

*C. D. Comptroller.*

*Jurat.* *H. V.* that the two hundred thirty-two Ells, and twenty three Dozen  
Napkins above mentioned in this Certificate, were really shipped, and have not  
been since landed, nor are intended to be relanded, in any Port, or Creek in  
*Great-Britain*. The 7th of May, 1791.

*A. R. Collector.*

*C. D. Comptroller.*

*H. V.*

The twenty three Dozen Napkins, and two hundred thirty-two Ells of  
*Holland*, were shipped off at *Dice-Key*, May 7th, 1791.

*E. V. Surveyor.*

*A. L. Searcher.*

*I. K. Landwaiter,*

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When the money is received on this Debenture, a Receipt may be given in the following Form, viz.

**RECEIVED**, June the 12th, 1791, of the Honourable Commissioners of his Majesty's Customs, by the Hands of A. R. Collector, the Sum of eleven Pounds, and three Pence, for the above Debenture. Per H. V.

*Of Goods, re-imported or returned.*

FOREIGN.

**W**HEN foreign Goods, which have been regularly imported, have been afterwards exported, and are, for Want of Sale, or the great Scarcity of such Goods, &c. desired to be returned, or to be again imported into any Port of Great-Britain, notwithstanding there is not any Law for such Re-importation, yet, upon Payment of the like Duties that were due upon the first Importation though perhaps the Goods were exported out of Time, and consequently were not intitled to any Drawback, it is the Practice to indulge the Merchant in such Re-importation, although such Goods may be prohibited to be originally imported from the Place from which the Ship now returns, upon Performance of the following Requisites; The first whereof is, to signify to the Searcher, &c. the Time when, and the Ship in which they were exported; who thereupon will have Recourse to their Books, and in Case they find that such Entry outwards was duly made, will grant a Certificate, or Duplicate thereof, as follows:

In the *James of Liverpool*, John Williams, for *Petersburgh*,

Edward Ellis.

One thousand Pounds of *Virginia Tobacco*, the Duties inwards whereof were paid, and the other Duties secured by *George Jones*, the tenth Day of *August*, 1790. Dated the fourth of *April*, 1791.

The Goods above mentioned were regularly shipped off, but five hundred Pounds of the said *Tobacco*\*, for which a Debenture hath passed, being Part of the above Entry, are now returned in the † *Sea-Horse*, Jacob Peters Master, from *Petersburgh*, as the Merchant is ready to make Oath. Dated at the Custom-house, *London*, the 20th of *August*, 1791.

R. W. Searcher.

L. M. Landwaiter.

If the Goods were entered outwards at any other Port, this Certificate must be granted by the Officers of that Port; But if the Cocket whereby they were shipped be produced, I apprehend that will fully serve the same Purpose. And on the Back of the aforesaid Certificate, Proof must be made, by the Oath of the Merchant, that the Goods then returned are the same therein mentioned. The Form of which Proof must be as follows:

20th of *August*, 1791. No. 4.

In the *Sea-Horse*, Jacob Peters Master, from *Petersburgh*.

Returned

L. M. } Fifty Boxes, containing five hundred Pounds Weight of *Virginia Tobacco*.  
No. 1 a 50 }

Edward Ellis maketh Oath, that the *Tobacco* above-mentioned is now returned as Part of the Entry outwards within mentioned, which was formerly exported from hence, and not sold, nor the Property changed beyond Sea; but he verily believes it to be the same *Tobacco* which was exported as aforesaid, and no other.

(Signed)

Edward Ellis.

Jurat 20 Die *Augustus*, 1791,

Coram me R. B. Collector.

\* To be omitted, if exported out of Time.

† Or the same Ship and Master.

Thereupon an Entry must be made, as for other Goods imported, and the Duties paid, or secured, being inserted underneath the Merchant's Oath; the Collector, Customer, and Comptroller, are to subscribe their Names thereto, and direct it to the Surveyor and proper Landwaiter, as a warrant for their Delivery of the Goods.

#### BRITISH GOODS RETURNED.

When Goods of the Product or Manufacture of *Great Britain*, which have been exported to foreign Parts, are, for Want of Sale, or any other Occasion, desired to be returned into any Port of *Great-Britain*, a Bill of Store may be granted for the landing and delivering the same: As a Foundation for which, the Searcher, &c. must be applied to, for a Certificate, or Duplicate of the Entry outwards, in like manner as before directed for foreign Goods.

Whereupon an Entry must be made in the Book inwards, as for foreign Goods imported; and the Collector, Customer, and Comptroller, having subscribed their Names underneath the Merchant's Oath, the same is to be directed to the Surveyor and proper Landwaiter, as a Warrant for their Delivery of the Goods. But as it may sometimes so happen, that the Entry outwards cannot be fixed upon, by Reason of the Distance of Time, the Loss of Papers or Accounts, or several other Accidents: Therefore, in that Case, as there cannot be any Proof, the Oath of the Merchant only must be deemed sufficient, and may be taken as follows:

In the *Good-Luck of Bristol*, *John Darby* Master.

*Richard White.*

T. L. 2 Bales  
No. 1, 2, 3. } Containing fifty Pieces of Woollen Cloths of *British* Manufacture.

*Richard White* maketh Oath, that the Cloths above-mentioned are sent to him, this Deponent, as Part of a large Quantity formerly exported from hence, and that, according to the best of his Knowledge and Belief, they are all of the Manufacture of *Great-Britain*.

(Signed)

*Richard White.*

*Jurat: 25<sup>o</sup> Die Martii, 1701,*  
*Coram me C. L. Collector.*

An Entry must be made in the Books inward, and this Oath must be subscribed and directed as a Warrant for the Delivery of Goods, in like Manner as when the particular Entry is proved.

#### Form of a SUFFERANCE, for Exporting Corn.

In the *Race-Horse, of Harwich*, *William Tims*, for *Dublin*.

*I. G.*

Two hundred fifteen Quarters of Wheat, to be shipped, but not exported till further Orders.

To the Surveyor, Searcher, and Landwaiter.

*A. R. Collector.*

*C. D. Comptroller.*

On the Back is to be endorsed, by the Surveyor and Landwaiter, the Quantity shipped off, viz.

In Bulk—215 Quarters of Wheat, *Winchester* Measure.

3

*E. K. Surveyor.*

*I. K. Landwaiter.*

*The*

# AND CUSTOM-HOUSE OFFICERS.

999

## The ENTRY and CERTIFICATE.

*London, June 19, 1791.*  
*In the Sea-Horse, of Harwich, William Tims, for Dublin.*

I. G.

Two hundred fifteen Quarters of Wheat, *Winchester Measure, British Growth, Custom free.*

*These are to certify, that I. G. Merchant of London, hath shipped two hundred and fifteen Quarters of Wheat, on board the abovementioned Ship for Dublin, and that the Price of the Wheat of the Measure aforesaid, in the Port of London, the last Market-Day, did not exceed forty-four Shillings per Quarter.*

I. G.

*Jurat. I. G. and P. B. that the Contents of the abovementioned Certificate are true.*

I. G.

P. B.

*Note, There must always be one joined with the Exporter in giving Bond and making Oath for Exporting Corn.*

## The WARRANT.

*In the Race-Horse, of Harwich, William Tims, for Dublin.*

I. G.

Two hundred fifteen Quarters of Wheat, *Winchester Measure.*  
*To the Surveyor and Searcher.*

## The DEBENTURE.

*London.*

**THESE** are to certify, I. G. Merchant, Ind. did on the 19th Day of June, 1791, enter, and have shipped for Dublin, in the Sea-Horse, whereof William Tims, Master, and two-thirds of the Mariners, are his Majesty's Subjects, two hundred fifteen Quarters Wheat, *Winchester Measure*, and that the Price of the Wheat of the Measure aforesaid, in the Port of London, last Market-Day, did not exceed forty-four Shillings per Quarter. Witness my Hand this 19th Day of June, 1791.

I. G.

*Jurat. I. G. That the Contents of the aforesaid Certificate are true.*

## Concerning Sufferances of Baggage.

Passengers' Baggage, containing their Wearing-Apparel, &c. are permitted to be landed by a particular Sufferance directed to the Surveyors and Landwaiters appointed to the Ship, who, after Examination, are, on the Back thereof, to return a particular Account of each Passenger's Baggage to the Commissioners in the Port of London, and to the Collector in an Out-Port; who will order such Part as appears to be worn, to be delivered without Entry, provided they are not made of Goods prohibited to be worn in this Kingdom; but such Clothes, or small Parcels, &c. as have not been worn, and are customable, will be ordered to be entered, and those that are prohibited, to be prosecuted.

## Suppose a Sufferance for

3 Trunks,

1 Box,

2 Portmanteaus,

} containing Wearing-Apparel, Linen, and Woollen.

*The*

*The Examination to be endorsed on the Back of the Sufferance, thus:*

27 June, 1791.

Examined, 3 Trunks, 1 Box, 2 Portmanteaus, containing 4 Suits of old Wearing-Apparel, 16 Shirts much worn, Papers and Books of Accounts, 20 pounds of printed *Dutch* bound Books, 1 *India* Damask Nightgown, 2 Pounds of Tea, 3 Pounds of Chocolate, 2 Remnants, containing 20 Ells plain *Holland's* Linen, under 1  $\frac{1}{2}$  Ell wide. •

A. B. Surveyor.

C. D. } Landwaiters.  
D. E. }

The Bound Books and Linen to be entered; the Nightgown, Tea, and Chocolate to be prosecuted, and the rest delivered.

F. G. } Commissioners.  
G. H. }  
H. I. }  
I. K. }

The whole Proceedings to be entered in the Landwaiter's Books, with the Date of the Order for Delivery, &c.

And to finish this Subject, when the Landwaiters to each Ship have made true Entries of the Delivery of all Goods in their Books, and perfectly adjusted them, they are, before they deliver them to the Jerquer, or Surveyor in those Parts where there is no Jerquer, to certify the same under their Hands, after the Entry of the last Article, thus:

This Ship is regularly discharged, and all Post-Entries duly made.

A. B. Landwaiter.

The FEES, and ALLOWANCES that are due and payable to the Officers of his Majesty's Customs in the Port of London, &c. are as follow.

*For the Officers of the Petty Customs Outwards.*

	Custo- mer. s. d.	Comp- roller. s. d.	Sur- veyor. s. d.	Survey- Gen. s. d.
For a Cloth Cocket by <i>English</i> Freemen of London.	0 6	0 4	0 4	0 4
For a Stranger's Cocket, or Unfreemen	0 8	0 6	0 6	0 6
For a Cloth Certificate, by Strangers, or <i>English</i> , to pass according to the old Rate	0 8	0 4	0 4	0 4
For a Ship's Entry crossing the Seas	0 4	0 4	0 4	0 4
For a Ship's Entry to the <i>Streights</i> , or <i>Canaries</i> , or <i>Western</i> Islands	1 0	1 0	1 0	1 0
For clearing of Ships, and examining the Books	1 0	0 6	0 6	0 6
For every Indorsement	0 4			
For making a Bond to the King's use	0 6			
For every Entry in the Certificate Book	0 2			
To the Customer's Clerks for a Cloth Cocket or Certificate	0 6	0 2	0 2	0 2
For a Ship's Entry crossing the Seas	0 4			

*Subsidy*

# OF THE CUSTOMS

1001

## Subsidy Outwards.

	Collec- tor.	Comp- troller.	Sur- veyor.	Survey, Gen.
	s. d.	s. d.	s. d.	s. d.
For every Ship's Entry within the <i>Levant</i> , or beyond the <i>Streights</i> Mouth	1 0	1 0	1 0	1 0
For every Ship's Entry, going to any other foreign Parts	0 4	0 4	0 4	0 4
For every Ship's Entry going to the out Ports	0 2	0 1	0 1	0 1
For clearing of every Ship, passing to foreign Parts, and examining the Contents of the Ship	1 0	0 6	0 6	0 6
For every <i>English</i> Cocket, by Freemen	0 8	0 4	0 4	0 4
For every Stranger's Cocket, or Unfreemen of <i>London</i>	1 0	0 6	0 6	0 6
For making every Certificate Cocket, as well <i>English</i> as Strangers, for Goods which paid Subsidies <i>Inwards</i> , and pay no Subsidy <i>Outwards</i>	0 8	0 4	0 4	0 4
For every Certificate upon Warrant, from his Majesty, or the Lords of the Treasury, paying no Duties	1 6	0 8	0 8	0 8
For Indorsement of Warrants and Licences	0 4	0 4		
For Foaring Bill, Licencing such as bring in Victuals, to carry out some Beer, as by Store	0 6	0 6	0 6	0 6
Coast Sufferances, are to be given without Fees.				
For every Coast Cocket outwards, and entering in his Majesty's Books, for a whole Ship or Vessel, passing into the open Sea	1 0	0 8	0 8	0 8
For a Bond for the same	0 6			
For discharging the same Bond; filing the Certificate to the said Bond		0 4		
For making every Certificate of Return	1 0	0 2	0 2	0 2
For making, entering, and keeping an Account of every Debenture, for repaying of half the Subsidy, or other Sums of money	1 0	0 4	0 4	0 4
For making and entering a <i>Transire</i> , or <i>Let Pass</i> , from Port to Port, in <i>England</i> , <i>Wales</i> , or <i>Berwick</i>	0 4	0 2		
To the Clerks for Cocket, by <i>English</i> or others	0 4	0 2	0 2	0 2
For a Ship's Entry crossing the Seas	0 4			
To the Clerk of the Coast Cockets, for making a Bill, or Ticket, to the Lord-Mayor for Corn, Victuals, or other Provisions	0 4			

## Petty Customs Inwards.

	Custo- mer.	Comp- troller.	Sur- veyor.	Survey, Gen.
	s. d.	s. d.	s. d.	s. d.
For every Stranger's Warrant	0 2	0 2	0 2	0 2
For taking every Bond	0 6			
For every Bill at Sight	1 0			
For discharging every Bond		0 6		
For every great employment, to employ the Proceed of Goods		0 6	1 0	1 0

## Subsidy Inwards.

	Custo- mer.	Comp- troller.	Sur- veyor.	Survey, Gen.
	s. d.	s. d.	s. d.	s. d.
For every Warrant by <i>English</i> Freemen of <i>London</i>	0 4	0 4	0 4	0 4
For every Warrant for Strangers, or Unfreemen	0 6	0 6	0 6	0 6
To the Clerk for making the Shipper's Entry	1 0			
For making a Bond to his Majesty's Use	0 6			
For every Oath administered by the Collector	0 2			
For a Shipper's Entry with the particular Contents viz.				
From the <i>East Indies</i>	2 6			
Ditto from the <i>Streights</i>	2 6			

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For



OF THE CUSTOMS

	Collec- tor. s. d.	Comp- troller. s. d.	Ser- veyor. s. d.	Survey- Gen. s. d.
For a Shipper's Entry, with the particular Content, viz. From <i>Spain, Portugal, and the West-Indies</i> ; or <i>English Plantations</i>	2	0		
Ditto from <i>Dunkirk, or France</i>	1	0		
Ditto from <i>Flanders, Holland, Ireland, or any Eastern or Northern Parts</i>	1	0		
For every Ship, or Vessel, less than twenty Ton	0	8		
For every Stranger's Ship, Entry to pay double Fees.				
For every Certificate of Foreign Goods imported, to be shipped out free of Subsidy, Eighteen-Pence, which is understood, Six-pence for the Search although several Ships, and Twelve pence for the Certificate	1	6		
If the Goods be under the Value of Twenty Pounds ac- cording to the Book of Rates, the Merchant is to pay the Certificate, in all but	0	6		
For examining, and comparing every Debenture with the original Certificate	0	4		
For a Certificate of foreign Goods, coming from any of the Out-Ports to <i>London</i> , or from any other Port, within this Nation	0	6	0	2
For Goods sent by Sea, by the Importer thereof, to any of the Out-Ports from <i>London</i>	0	6	0	2
For casting up the Sum, and keeping an Account of every Debenture, and paying the Money	0	8		
For every Bale, Pack, Truss, Chest, Case, or other Pack- age, brought into the King's Warehouse; to be allowed to the Officer, when the Merchant is short entered above Five Shillings, to be paid to the proper Officer, Two-pence				

GREAT CUSTOMS.

	Custo- mer. s. d.	Comp- troller. s. d.
For Cocket for Calve Skins	2	0
For a Coast Cocket Outwards, of Wools, Woolfells, Leather, Skins, and Hides	2	0
For a Bond to his Majesty's Use	1	0
For filing the Return	0	6
For a Return, and Discharge Outwards	2	4

FEEs to be paid to the Clerks, concerning several Officers, as well Inwards, as  
Outwards.

	Custo- mer. s. d.	Comp- troller. s. d.	Ser- veyor. s. d.
For every Bill of Portage	0	6	0
For a Second, or Parcel Cocket Outwards	0	2	0

To the KING's WAITERS received in the Custom-house above Stairs.

For every Englishman's foreign Goods, or Merchandises, of what nature so-  
ever, paying Customs, Inwards in the Port of *London*, or coming  
thither from any Place or Port, by Cocket

1 0

For

	<i>s. d.</i>
For every Stranger's foreign Goods in like Manner, paying Custom Inwards in the same Port, or coming thither by Cocket	1 6
For certifying every Cocket of <i>English</i> Goods brought up to London	1 6

*To the KING'S WAITERS and others attending, received at the Warehouse, to be divided as formerly.*

For a Bill of Store, or Portage, of any Thing above Ten Shillings Customs	1 0
For a Bill of Sight, Bill of Suffrance, or any other imperfect Warrant	1 0
For Wools, Woolfels, Leather, Hides, and prohibited Goods, from the Out-Ports by Cocket	1 0

*Register of the King's Warrants.*

For every <i>English</i> Warrant for Goods inwards	0 2
For every Stranger's Warrant	0 4
For every Foreign Certificate	0 4
For all Goods not paying Twenty Shillings Custom, whether in or out, there shall be but half Fees taken, whether for Warrants, Cocket, Transfers, Debentures, or Certificates.	

*To the Usher of the Custom-house.*

For every Oath administered by the King's Officers outwards	0 2
The FEES of the chief Searcher, and his Majesty's five Under Searchers in the Port of London.	

*Between the Chief Searcher and five Under-Searchers.*

For every Ship that passeth into Spain, Portugal, the Streights, West-Indies, Guinea, or the Western Islands	6 0
For every Ship that passeth to the East-Indies	10 0
All other <i>English</i> Ships into foreign Parts	4 0
For every Stranger's Ship, or Bottom	6 8

*Dues to his Majesty's five Under-Searchers who attend at London.*

*English and Aliens.*

For every Certificate for shipping out Goods, formerly imported	2 0
But if the half Subsidy to be received, amounts but to Forty Shillings, then	1 0

*To be paid by English and Aliens for Goods that pay Subsidy, and pass out by Cocket or Warrant.*

	<i>s. d.</i>
Pipe, Punchcon, or Butt	0 4
Hogthead, or Bag	0 2
Tin, the Block, or Barrel	0 1
Beer eager, Wood of all Sorts, Copperas, Allum, and such gross Goods, per Ton	0 4
Corn the Last, Sea Coal the Chaldron, Beer the Ton	0 2
Lead the Fodder,	0 2
The Maund, Fat, or Pack	0 6
The Bundle, Bale, Chest, or Case	0 3
Raisins or Figs, the 20 Frails, or Barrels	0 3
Butter, and such Goods, the Barrel	0 2
For every Coast Certificate or Cocket	1 0
Transfers for the Coast, free	
For every Horse, Mare, or Gelding	1 0
For certifying every Debenture for receiving back half Subsidy, &c.	0 6
For	

## OF THE CUSTOMS

	<i>s. d.</i>
For every Piece of Ordnance	1 0
For the Endorſement of every Cocket	1 0
For every Certificate out of their Books, of Goods loſt at Sea, taken by Pirates, or returned, whereby ſo much may be ſhipped Cuſtom free	1 0
For every Bill of Sufferance, or Store, above Ten Shillings in the Book of Rates	1 0
If under	0 6
The Fardle, or Truſs, by <i>Engliſh</i> , of 3 C. wt. or upwards	0 6
Woollen Cloth, the Bale, not exceeding five Cloths, 3 C. wt. Stuffs, Bays, or Says	0 3

*Merchants Strangers, or ſuch as ſtep on Strangers' Ships or Veſſels.*

The Fardle or Truſs	1 0
The Bale	0 6

*The FEES of the two Searchers at Graveſend.*

For every Ship that paſſeth over the Seas for <i>Spain, Portugal, Streghts, the Weſt-Indies, Guinea, or the Weſtern Iſlands</i>	6 0
For every Ship to the <i> Eaſt Indies</i>	10 0
For all other Ships in Foreign Parts	4 0
For every Stranger's Ship or Bottom	8 0
For every Ship having a Coaſt Cocket	0 4
For Paſſengers outwards, not being Merchants or Mariners	0 6

No Officer, belonging to any Cuſtom-houſe, ſhall receive any other Fee than ſuch as ſhall be eſtabliſhed by the Commons in Parliament; if any Officer ſhall offend contrary to this Order, he ſhall forfeit his Office, and be incapable of any Office in the Cuſtom-houſe.

All Fees appointed to be paid to the Cuſtomer, Comptroller, Surveyor, or Surveyor-General in the Port of *London*, for any Cocket outwards, ſhall be paid in one Sum to that Officer from whom the Merchant is to have his Cocket above in the Cuſtom-houſe; and after the Merchant hath paid his Cuſtom and Subſidy, and other Duties above in the Cuſtom-houſe, he is to keep his own Cocket until he ſhall ſhip out his Goods, when he is to deliver the ſame to the Searcher, with the Mark and Number of his Goods.

F I N I S.

APPENDIX

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# A P P E N D I X.

## No. I.

**T**O Laws and Regulations respecting the *Corn Trade*, See Page 41.

Since this important Article was printed off, upon the Representation of the Lords of the Committee of Council, appointed for the Consideration of all Matters relating to Trade and Foreign Plantations, a new Bill was framed for regulating the *Exportation* and Importation of Corn. It passed into a Law, 31 Geo. III. Cap. 30; and took place from the 15th of *November*, 1791.

By this Act, all the preceding Acts, commencing with 1 Jac. II. c. 30, are either repealed in Part, or altered and amended so as comprize what it has been thought proper to retain, in one Act of Parliament. It is has therefore been the Business of the Editor carefully to compare the old Regulations, with the new contained in the present Act; and the Reader is requested to refer from Page 41 to 44, for each separate Regulation altered and amended by the following Clauses in the new Act.

A Bounty of 1s. 3d. *per* Hundred Weight is granted on the Exportation of Wheat-meal; and of 1s. 6d. *per* Hundred Weight on Wheat-flower and Biscuit made of Wheat; subject to the old Regulation of the Bounty-Price of Wheat.

A Bounty of 10d. *per* Hundred Weight is granted on Barley-meal, and Beer- meal, and Big-meal, subject to the old Regulation of the Price of Barley. The Bounty on Oatmeal is altered to 12d. *per* Hundred Weight.

Oath to be made that Biscuit for Exportation is made of *British* Wheat; and Sect. 4. no Bounty to be allowed for a less Quantity than upwards of one Hundred Weight for every Mariner or Passenger on board any Ship, nor for less than two Tons Weight in each Ship; over and above the Ship's Stores, or Allowance for each Mariner or Passenger for her Voyage.

Bond shall be given by the Exporters, and the Masters of Ships, for the due Sect. 5. Exportation.

Exportation *prohibited*, when Wheat is at or above 46s. the Quarter, not only Sect. 7. of Wheat, but likewise of Meal, Flour, Malt, Bread, or Biscuit, made of Wheat.

Of Rye, Pease, or Beans, when the Price is at or above 30s. *per* Quarter; and of Meal, Flour, Bread, or Biscuit, made thereof.

Of Barley, Beer, and Bigg, when the Price is at or above 23s. *per* Quarter; and of Meal, Flour, Bread, or Biscuit, made thereof.

Of Oats, when the Price is at or above 15s. *per* Quarter; and of Meal, Flour, Malt, Bread, or Biscuit, made of Oats.

Corn, exported contrary to this Act, to be forfeited, together with the Ship, Sect. 8. Vessel, or Boat, wherein the same is laden, with all their Furniture, Apparel, Tackle, &c. and the Exporter subjected to a Penalty of 20s. for every Bushel of Grain, Meal, &c. so exported.

The Vessel not to be forfeited if satisfactory Proof be made from the Smallness Sect. 9.10. of the Quantity, that any such Corn, &c. was on Board without the Privy of the Owner or Master.

Corn, &c. begun to be shipped outwards, or such Part thereof as shall be shipped within twenty Days from the Entry, may be exported, though the Prices should, in the mean Time, rise to the Rates at which Exportation is prohibited.

This Act not to extend to Corn, &c. for the Sustainance of the Crews of Ships; nor to the Victualling of his Majesty's Navy; nor to Beans exported to the *British* Forts and Settlements in *Africa*; nor to Corn carried Coastwise upon Sufferance; nor to the following Quantities allowed to be exported annually, viz.

To Gibraltar from the Port of London of all Kinds of Corn, Flour, &c. not above	-	2,500 Quarters.
To Guernsey, Jersey, and Alderney, from Southampton,	-	9,500 Quarters.
To the Isle of Man from	{ Whitehaven, Liverpool, Kircudbright, }	1,000 Quarters. 1,000 Quarters. 500 Quarters.
To St. Helena, Bencoolen, and the Company's Settlements in the East-Indies	from Great-Britain by the East-India Com- pany.	1,500 Quarters.
To the British Forts, Castles, or Factories, in Africa	By the Commit- tee of the Afri- can Company.	Wheat-Flour 33 Tons. Biscuit 15 Tons.

The Quantities allowed to be sent to sundry other Places, are enumerated in Tables too long to be inserted here; and being likewise subject to the provisional Orders of the Lords of his Majesty's Privy Council, appointed for the Consideration of all Matters relating to Trade and Foreign Plantations, the Merchants and others concerned in the Exportation to the *West-India* Islands, &c. must be governed by Circumstances; the said Lords of the Privy Council being directed by this Act, to regulate the Proportions to be exported to different Ports to each Island respectively, every three Months; on this Account therefore, they cannot absolutely rely on the Quantities allowed to each Port, as inserted in the present Tables.

Secd. 12. The Inhabitants of Guernsey, Jersey and Alderney, may transport directly from thence to *Newfoundland*; the Wheat, or other Grain allowed to be imported into those Islands by 9 Geo. III. C. 28.

Secd. 13. Corn, &c. may be exported to *Ireland*, during an Embargo on the Exportation thereof from that Kingdom.

Secd. 14. In Times of War, his Majesty in Council, when the Parliament is not sitting, may allow greater Quantities of Corn, &c. than those specified in the Tables to be exported; but the additional Quantity is not to exceed 5000 Quarters of each Kind of Grain; and 2000 Tons of the several Sorts of Ground-Corn, and Biscuit in any one Year.

Secd. 15. After November 15, 1791, the Duties on the Importation of Foreign Wheat, &c. to be regulated according to the Prices specified in the following Table, marked D.

		s.	d.
WHEAT when the Price is under 50s.	per Quarter	High Duty	24 3
— if at, or above 50s. but under 54s.		First Low Duty	2 6
— if at or above 54s.		Second Low Duty	0 6
Importation of Wheat-meal and Flour to be governed by the Price of			
Wheat as follows		High Duty per Cwt.	6 6
		First Low Duty	1 6
		Second Low Duty	1 0

N. B. Malt of all Kinds of Grain prohibited.

BARLEY, Beer or Bigg when the Price is under 25s.	per Quarter		
— at or above 25s. but under 27s.	High Duty	ditto	22 0
— if above 27s.	First Low Duty	ditto	1 3
	Second Low Duty	ditto	0 3
Importation of Indian Corn or Maize to be governed by the Price of Bar- ley as follows,			
	High Duty per Quarter	ditto	22 0
	First Low Duty	ditto	1 3
	Second Low Duty	ditto	0 3

RYE, Pease, Beans, when the Price is under 34s.	per Quarter		
— if at, or above 34s. but under 37s.	High Duty	ditto	22 0
— at, or above 37s.	First Low Duty	ditto	1 6
	Second Low Duty	ditto	0 3
OATS, when the Price is under 17s.	per Quarter		
— if at, or above 17s. but under 18s.	High Duty	ditto	6 7
— at, or above 18s.	First Low Duty	ditto	1 0
	Second Low Duty	ditto	0 2



A separate Table marked E. regulates the Importation from *Ireland*, provisionally, *See* 16. when an Act of the Parliament of that Kingdom shall permit the Importation from *Great-Britain*, under the Regulations mentioned in the said Table. It extends the Conditions of this Table likewise to Importations from *Quebeck*, or other *British* Colonies or Plantations in *North America*.

On Importation of Corn as the Growth of *Ireland*, *Quebeck*, &c. the Master of *See* 17. the Ship is to bring a Certificate thereof, from the Officers of the Port where it was shipped, expressing likewise the Quantity.

No Corn, &c. to be carried Coast-wise, from any Port, where the Exportation *See* 21. is not allowed at the Time of shipping; but may be landed or unshipped at any other Port of *Great-Britain*, from whence the same, according to the Regulations of this Act, may then be exported.

Vessels with Foreign Corn, &c. arriving at Ports of *Great-Britain*, where *See* 23. the high Duties are payable, or where Importation is prohibited, may depart to Ports where the same may be imported on the low Duties.

Foreign Corn may be brought directly to *Grangemouth*, in the County of *See* 26. 29. *Stirling*, or to *Greenock*, in the river *Clyde*, in order to be conveyed from thence respectively, by or through the Canal called the *Forth and Clyde* Canal Navigation, in Lighters; to any Port or Creek at which Foreign Corn, &c. may then be imported. And from *Greenock* to the East Coast of *Scotland*; as well as from *Grangemouth* to the West Coast; Corn, &c. may be transported in manner above mentioned to any Port or Creek, where the same may be then landed upon Payment of the low Duties, subject to the Regulations of this Act. The Certificates, Bonds, and Securities, required must be given within three Days after unloading the said Foreign Corn, &c. otherwise both the Corn, and the Ship, or Lighter, shall be forfeited.

The maritime Counties of *England* shall be divided into twelve Districts, *See* 31. 44; and *Scotland* into four. The Exportation to be regulated in the first District, by the Prices at the Corn-Exchange at *London*. *See* p. 44. And the several Proprietors of the said Corn-Exchange, or the major Part of them are authorised to appoint an Inspector of the Corn returns, who is to deliver his Commission within one Week after his Appointment into the Hands of the Lord Mayor, and enter into a Bond to the Corporation of *London* with two sufficient Sureties, to be approved by the Lord Mayor, for the faithful Execution of his Office, and shall also take the Oath prescribed by this Act. An Office shall be appointed for him in some convenient Place within the Corn Exchange.

In Case the Proprietors of the Corn Exchange, upon the Death or Removal *See* 35. 36. of any Inspector of Corn Returns, shall neglect to appoint another within a Week; the Lord Mayor and Court of Aldermen are authorised to appoint a fit and proper Person to the said Office. And no Inspector shall be removable, but by the Lord Mayor and Court of Aldermen. In case of Sickness a Deputy Inspector may be appointed.

The Oath required to be taken by Corn Factors, *See* p. 43, is by this Act, *See* 38. changed to a simple Declaration.

The weekly Returns made by the Factors and other Dealers in Corn, &c. *See* 39. shall be entered by the Inspector in a Book kept for that Purpose, but they shall not be shewn to any Person whatever, without an Order in writing under the Hand and Seal of the Lord Mayor, or any two of the Aldermen; under a Penalty of Ten Pounds.

The Inspector to make up weekly Accounts of the Average Quantity and Price *See* 41. 42. of each Sort of *British* Corn, &c. sold in *London*, and to transmit the Average Prices every Friday to the Receiver of the Corn Returns appointed by this Act, who is to transmit a Certificate thereof to the Collectors of the Customs at *London*, and the Ports in *Essex*, *Kent* and *Suffex*, as the Guide for Exportation. And the said Inspector shall make up, and transmit the like Accounts of the Average Prices to the Receiver of the Corn Returns, who is to transmit a Certificate thereof, to the Collectors of the Customs at *London*, &c. as the Rule for Importation.

Inspector to deliver a Copy of the Average Prices without Delay, to the Lord *See* 43. 44. Mayor and Aldermen, at their next Sessions of the Peace; to be published by them

them in the *London Gazette*, once in each of the four Weeks immediately succeeding such Session. Factors to pay to the Inspector for *British Corn* brought into the Thames *Eastward of London Bridge*, and sold, *id. per Last*, and for Foreign Corn *ad. and to deliver to him an Account of the Quantity, &c.*

The Appointment of Inspectors, and other Regulations respecting the Weekly Returns, &c. for the other *Eleven Districts of England*, are only Repetitions of the Rules to be observed in the first District, which includes the Ports of *London, Essex, Kent and Middlesex*; it is therefore needless to insert them as they can be of no Use to the Merchants, or other Persons concerned in the Corn-Trade in general, whose Transactions will be conformable to the Regulations of the first District already given.

The Regulations for the Importation and Exportation of Corn in *Scotland*, differ not materially from those of *England*, except in the Appointment and Denominations of the Officers. The Sheriff, or Steward-depute, or Substitute, is to transmit the weekly Account of Prices, which are to be fixed by the Measures and Weights used in each County, to the Receiver of Corn Returns at *London*. Sheriffs, &c. not causing the Prices to be fixed and determined as the Act directs, shall forfeit twenty Pounds.

Sec. 70, 71. When the Parliament is not sitting, if the Average Price of any Sort of Corn, &c. should be higher than that at which the same Sort of Foreign Corn may be imported at the low Duties; the King in Council may prohibit Exportation. But the Prohibition not to extend to Foreign Corn already imported and warehoused.

Sec. 82. All Corn shall be measured and computed by the *Winchester Bushel*; and a Quarter shall be deemed to consist of eight of such Bushels. The Mayor or chief Officer of every City or Town in each District from which Corn Returns are directed to be made by this Act, and the Sheriffs in the respective Districts of *Scotland*, shall cause a Standard *Winchester Bushel* to be provided and kept in each City and Town, and the Measures commonly used in any City or Town, and differing in Quantity from it, shall be compared and computed by the Standard *Winchester Bushel*, the only Measure to be deemed legal.

When Corn is sold by Weight, *Fifty-seven Pounds Averdupoise of Wheat* shall be deemed equal to a *Winchester Bushel*, and all Computations by Measure for the Purposes of this Act, are to be made by the *stricken* and not by the *heaped* Bushel. *Fifty-five Pounds Averdupoise of Rye* shall be deemed equal to every such Bushel of Rye. *Forty-nine Pounds of Barley*, and *Forty-two Pounds of Beer or Bigg*, shall be deemed equal to every such Bushel of Barley, Beer or Bigg. *Thirty-eight Pounds of Oats* shall be deemed equal to every such Bushel of Oats. *Fifty-six Pounds Averdupoise of Wheat-meal*, and *Forty-five Pounds of Wheat Flour*, shall be deemed equal to every *Winchester Bushel* of unground Wheat. *Fifty-three Pounds of Rye-meal* shall be deemed equal to every such Bushel of unground Rye. *Forty-eight Pounds of Barley-meal* shall be deemed equal to every such Bushel of unground Barley. *Forty-one Pounds of Beer or Bigg-meal* shall be deemed equal to every such Bushel of unground Beer or Bigg. *Twenty-two Pounds of Oat-meal* shall be deemed equal to every such Bushel of unground Oats. The Quantity of ground Corn in Sacks to be determined by weighing two Sacks out of Twenty.

The other Regulations of this Act regard the Collecting of the Duties, Payment of Bounties, passing Accounts between the Custom-houses and the Treasury, &c. &c. none of which convey mercantile Information. We shall therefore close this important Article with an Observation which may afford great Comfort to the numerous Inhabitants of the very populous and daily increasing City of *London*. It appears to the Editor, that the wise Measures taken by the Legislature in this Act, are admirably calculated to prevent any great Advance in the Price of that necessary Part of our Food *Bread*; unless a real Dearth, which God in his Mercy forbid! should at any future Time, afflict not only this, but most of the Corn Countries of *Europe*, at one, and the same Period.

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Nº. II.

TO BILLS OF EXCHANGE.

This great Cause; the final Decision of which was most anxiously waited for by all Persons concerned in the Negotiation of Bills of Exchange, is stated at large from Page 466 to 470, where it is noticed as being referred on certain Points of Law to the twelve Judges. They accordingly delivered their Opinions in the House of Lords on Friday Feb. 11th, 1791, after which their Lordships were pleased to affirm the Law Term, for confirming the Judgement given by the Court of King's-Bench.

*Minet & Feltor  
v. Gibson &  
Johnson. B. R.  
Term.  
1789.  
Gibson & Johnson  
Appellants  
Minet & Feltor  
Respondents.  
H. of Lords.  
Feb. 1791.*

A Reference to the seven special Counts stated in the Declaration on the Bill, See p. 466, and to the Points proposed to the Judges for their Opinion, p. 470, renders any Repetition in this Place, totally unnecessary. But a very concise Statement of the Case, as it affected *Gibson* and *Johnson*, is requisite, to render the final Decision, and its Consequences to the mercantile World still more explicit.

*Livezey* and *Hargrave*, Copartners, living at *Manchester*, drew a Bill of Exchange upon *Gibson* and *Johnson* of *London*, payable to *John White* or order, when in Fact the Drawers knew no such Person; and this fictitious Name they indorsed on the Bill, to make it negotiable, their own Credit being on the Decline; in this State it came into the Hands of *Minet* and *Feltor*, and was sent to *Gibson* and *Johnson* in the usual Manner for Acceptance: they did accept it, but when it became due refused Payment. *Minet* and *Feltor* then brought an Action against them, which was tried, and the Jury found a general Verdict for the Plaintiffs upon the Ground of the fifth Count, which considered it as a Bill payable to Bearer. Against this Decision the Plaintiffs in Error, appealed to the House of Lords.

The Judges were unanimously of Opinion, that there was no Ground to charge the Drawers, who were likewise the Indorsers of the fictitious Name *John White*, with Forgery, or even intentional Fraud; a Point which had been strongly insisted upon, in Order to annul the Bill, and thereby set aside the Verdict. On the second Article, whether the Court had a Right to consider the Bill as payable to Bearer, a great Difference of Opinion took Place; and six of the Judges delivered their Sentiments that the Bill might be deemed in Law, a Bill payable to Bearer: viz. The Lords *Kennyon* and *Loughborough*, Justice *Gould*, and the Barons *Hotbam*, *Thompson* and *Perryn*. The Lord Chancellor, The Chief Baron *Eyre*, and Mr. Justice *Stath*, were of Opinion that the Judgement of the Court of King's-Bench could not be supported on any of the Counts; and the Chief Baron very forcibly inveighed against the Consequences of converting Bills payable to Order into Bills payable to Bearer; for he justly observed, that the Practice of supporting Credit by the Kind of Bill in Question was of so alarming a Nature as to require an immediate Interference; and he expressed his Apprehension that affirming the Decision of the Court of King's-Bench would increase the Evil, instead of checking it, and deeply injure the Interests of Commerce, which depended on the Support of fair, and the Discouragement of false Credit.

The Lord Chancellor could not divest his Mind of the Idea of Fraud in the Transaction. The Reason for making the Bill payable to the Order of *John White*, was to give it a greater Degree of Credit, and a more extensive Circulation. It was to give Countenance to a Thing that was unreal, which in his Opinion must be deemed a Fraud.

His Lordship forewarned the Judges in the Court of King's-Bench, that the very next Case which came before them would oblige them to decide, whether the putting the Name of *John White*, or any other fictitious Name, on a Bill of Exchange, was not a Forgery within the Statute. He wished it had been stated, and he thought the Judges who were of Opinion that there was neither Forgery nor Fraud in the Transaction, had confined themselves too closely to the special Verdict. It must be decided said his Lordship, whether those who call themselves Merchants shall be permitted to put fictitious Names, or the Names of any other Persons, not their own, on Bills, and write those Names themselves. It is a Question, My Lords, which demands a Solution—how far such an Instru-

ment as this, is or is not to be considered as having been made for the Purpose of obtaining Money under false Pretences.

His Lordship pathetically lamented the Hardships of the Case with Respect to the Holders of the Bill, *who had paid a valuable Consideration for it, having discounted it*; but he thought the Criminality of the Act ought to have prevented Holders of it from maintaining an Action upon it.

With Respect to the Question, whether this was a Bill payable to Bearer; his Lordship differed totally from those learned Judges who said it ought to be so considered; and he very properly asked, at what Period of Time it became a Bill payable to Bearer, since it was originally drawn payable to Order, and the Holders had taken it as such—did the Change take Place before or after it was accepted; this ought to be determined—for as a Measure of general Policy, it was of extreme Importance, that Transactions of this Kind should be stopped. Fictions on Bills would be the constant Course, if their Lordships made such Bills payable to Bearer.

The Custom of Merchants was pleaded in vain, by Lord Loughborough; for it by no Means applies to the present Case, and the Lord Chief Baron was perfectly right in saying that no such Regulation was to be found in any of our Books: As to the Custom of Brokers who are Agents to foreign Merchants residing at a vast Distance from this Country, to prevent sending back a foreign Bill of Exchange, which might be highly prejudicial to the Merchant here, it is a Case widely different; here is no Intention to raise Money by a fictitious Credit, and if such a foreign Bill were found by a Stranger without any Indorsement, it would be no better to him than waste Paper.

But the Editor, with great Deference to the Opinion of the learned Judge, is extremely apprehensive that the final Decision, which in his humble Opinion seems to have followed the general Rule of Parliament, in adhering to the Opinion of the Majority—he means, *the Majority of the Judges*, has established a Precedent, which will facilitate the raising of artificial Capitals for opening new Country Banks, in almost every Market Town in Great-Britain; and will increase the Fabrication of Accommodation-Bills, for the Purpose of supporting rotten Credit, to the great Injury of fair commercial Credit, which ought to be protected and secured by the Laws of the Land, against all Attempts to undermine it by the Circulation of fraudulent Paper.

*Master and  
others v. Mil-  
ler K. B. Term  
1791.*

In this Case, an Alteration of the Date of a Bill had been made after Acceptance; and it was decided, that any Alteration of the Date of a Bill of Exchange after Acceptance, whereby the Payment would be accelerated, avoids the Instrument, and no Action can be afterwards brought upon it, even by an innocent Holder for a valuable Consideration given by him for it. On this Occasion Lord Kenyon and Judge Buller in their Arguments, quoted *Beaumes' Lex Mercatoria* as an unquestionable Authority. See p. 429.

### Nº. III.

#### TO BANKRUPTCY.

*Special Cases of Debts that cannot be proved under the Commission. See page 566.*

#### *Ex parte SMITH, in the Matter of LEWIS and POTTER.*

*In Chancery  
Sitt. before  
Mish. Term  
1789.*

This Petition prayed that a Debt proved by Sir *James Esdaile* and Co. under the Commission against *Lewis and Potter*, on certain Notes and Bills, which had been indorsed by the Bankrupts, might be expunged, on Account of the Holders' having, since the Proof of the Debt, discharged the Acceptors of the Bill, and Drawers of the Notes, without Notice to the Indorsers, or their Assignees. The first Note which was included in the Prayer of this Petition, was a Promissory Note made by *Barber* to *Powell*, and endorsed by *Powell* to *Lewis and Potter*, who, having Occasion to discount it, endorsed it to *Esdaile* and Co. *Lewis and Potter* became Bankrupts before the Note became due. The Note not being honoured when it fell due, Sir *James Esdaile* and Co. proved the Amount in June 1788, under

the Commission against *Lewis and Potter*, after which they proceeded at Law against *Barber and Pessell*, to Judgement, and then, there having been a Proposition on the Part of *Barber* to pay 15s. in the Pound, to all his Creditors, in full Discharge of their Debts, *Ejlsdale and Co.* accepted the same, and gave a full Discharge to *Barber* for the Amount of this Note, without the Consent and Privilege of the Assignees of *Lewis and Potter*.

Against the Petition, it was argued; that the Rule, which prevailed where he Drawer or Indorser were Solvent, could not prevail where the Indorser was a Bankrupt; the Meaning of that Rule, which requires immediate Notice to be given to the Drawer, was, that the Drawer, upon taking up the Bill, might recover from the Acceptor, the Amount of those Effects, supposed to be in his Hands, in Respect to which the Bill was drawn; and so, in the Case of a Promissory Note, where the Drawer did not pay at the Time, Notice was required to be given to the Indorser, in Order that he may take it up, and recover over against the Drawer; and the Consequence is, that if the Holder of the Note or Bill, instead of giving Notice to the Drawer or Indorser, will compound with the Acceptor of the Bill, or the Drawer of the Note, and discharge him in Respect thereof, he precludes the Drawer or Indorser from this Advantage; and therefore shall not afterwards call upon them for Payment. But where the Indorser is a Bankrupt, as in the present Case, such Notice cannot be necessary, nor can it be necessary to have the Consent of the Assignees to accept a Composition, when it appears to be a *bonâ fide* Transaction; for the Indorser being a Bankrupt, it is impossible he should take up the Note himself, which is the only Reason of the Notice being necessary. It would be a very unreasonable Rule, which required the Holder of a Bill or Note to accept, at his Peril, a fair Composition from the Acceptor, which was the best that his Circumstances would allow, and which was made upon a full Investigation of his Affairs—that if any Fraud appeared in the particular Transaction, and that, in Fact, the Composition taken, was not the best Bargain that the Holder could make, this would be an Answer in the Particular Case; but that the general Rule, as between Solvent Persons, ought not to apply generally, where the Party to whom Notice was expected to be given was a Bankrupt.

LORD CHANCELLOR THURLOW, I have before decided that the Doctrine of Notice, which holds amongst Solvent Persons, does not apply as between Bankrupt Estates; but, here, the Indorser only was Bankrupt, the Maker and the Payer of the Note were not. The Debt proved by Sir *James Esdaile* was undoubtedly well proved at the Time, and the Question is, whether the subsequent Conduct of the Creditor has destroyed that Interest which he acquired by such Proof. By the Composition he has made with the Drawer of the Note, which goes to the Length of discharging of the Drawer, he, certainly, has prevented the Assignee of the Indorser from coming on the Drawer of the Note for Payment of what his Estates shall pay in Consequence of the Proof; and yet, on the other Hand, it does seem a strong Thing to say that, where there are many Names on a Bill, one of whom is Insolvent, though not Bankrupt, and the other Bankrupt, and the Holder proves under all the Commissions, and then makes a Composition *bonâ fide* with the Insolvent Person, and obtains from him all that he possibly can; that he shall thereby be deprived of the Benefit of all the Provision made by him under the Commissions against the other Parties who stood on the Bill posterior to the Party compounded with. And I am well satisfied, in this Case, Sir *James Esdaile* did, in Fact, make the best Terms he could with the Drawer of the Note, by taking 15s. in the Pound of him in full. And whatever Difficulty I may find in making a Precedent which allowed of such a Composition, without giving Notice to the Assignees of the Indorser, I am convinced that the Justice of this Case, if it stood alone, would not require me to expunge this Debt. The Case made, does not impute any Fraud to the Transaction of this Composition; but, on the contrary, the Holders used all their Diligence at Law against the Drawer of the Note and the Payer, and then made the best Terms they could with the Drawer; though at the same Time, they have gone to the Extent of acquitting him altogether in Respect of the Note. However, whatever may be the Circumstances of the present Case, I think, in Point of Precedent, it may be dangerous to say, that



that, after such an Acquittal, the Holder may resort to the Indorser's Estate. It is certainly open to this Sort of Fraud, that when the Holder sees that in one Way or the other, he is sure of his 20s. in the Pound, he may favour an Acceptor, at the Expence of the Indorser; by compounding with the Acceptor for just so much as he conceives will be the Deficiency under the Indorser's Commission. In this View, it may be a dangerous Precedent; and I cure this Danger, by saying generally, that the Holder of the Paper shall not compound with the prior Names on the Bill, but with the Consent of the Assignees of the posterior Party. And it is not an Answer to say, that if any Fraud is practised in the Composition, that shall take it out of the general Rule. It is much better, and more convenient in Practice, to have a precise Rule to go by; and Justice will, in general, be better done to all Parties. It is not that Notice is strictly necessary, but I go upon this; the Debt is well proved against the Indorser's Estate; this gives his Assignees a Right of Action against the Acceptor or Drawer, for the Amount paid out of the Indorser's Estate; but this Right is cut away by the Composition and Discharge given to the Acceptor by the Holder. Therefore, it is better to say, let the Assignees either take the whole, or permit the Holder to make the most of it he can against the Acceptor. I think therefore, the Debt must be expunged.

A few Days afterwards, this Cause was mentioned again; when his Lordship said, he had considered it a good Deal, and had conversed on the Subject with some of the Judges; and he was satisfied that the Holders must get the Consent of the Assignees of the Indorser, before they can discharge the Acceptor without discharging the Indorser's Estate at the same Time. *Reports of Cases argued and determined in the Court of Chancery.* By William Brown, Esq; of the Temple. Vol. II. 1789.

*Ex parte* HARRISON, in the Matter of LEWES and POTTER.

This Cause arose on an Engagement, by *Lewis and Potter* to warrant the Payment of the Bill of Exchange in Question in like Manner as if they had indorsed it. This Engagement was in writing, but the Bill did not become due till after the Bankruptcy of *Lewis and Potter*.

*Lord Chancellor* said, certainly, a Party may warrant the Payment of a Bill of Exchange, by other Means than by endorsing it; but in Order to enable the Holder to prove his Debt under the Statute of *Rebate 7 Geo. 1.* he must make himself a Creditor by Endorsement: There is no Debt proveable under the Provision of that Statute, but what arises upon the Face of the Instrument.

Therefore refused to order proof of the Debt.

*Ibid.* Vol. II.

*Ex Parte Harrison* and others, in the matter of *Goob and Cotton* Bankrupts; *Lincoln's Inn Hall 10th August, 1791.*

This Cause came to a hearing on the Prayer of the Petition to the Lord Chancellor, that the Right of the Petitioners to the Ship therein mentioned, and the Money arising therefrom, might be declared and established to them.

The Cause was briefly this—A Mortgage of the Ship *Nautilus* was made when she was in the Port of *Dublin*, and a Delivery of the Munitions: The Mortgagee insured her there, and made a second Mortgage; the second Mortgagee took Possession, as soon as he was informed she was in an *English* Port: This is a sufficient Possession to take it out of the Statute of 21 Jac. C. 19. See *Bankruptcy*, Page 536.

*Goob and Cotton*, original Owners of the said Ship, being indebted in the Course of Trade to *Lindegren and Co.* in certain Sums of Money, mortgaged, or assigned her over, by Deed, dated *August 20th, 1783*; and by another Deed or Indenture of Lease and Release, bearing Date 17th and 18th of *September, 1783*, a second Mortgage or Assignment for the same Cause was made by *Lindegren and Co.* to the Petitioners. The Ship remained at *Dublin* until the 14th of *September*, when she sailed for *Cadiz*. In the following Month, both the first and second Mortgagees became Bankrupts: The simple Questions therefore were; whether the Assignees of *Lindegren and Co.* had a Right to the said Ship, her Munitions, &c. not having taken Possession of her in the Port of *Dublin*, though she remained there a sufficient Time for that Purpose; and whether the Possession taken by the Petitioners, of the said Ship as soon as she arrived in a Port of *Great-Britain* from her Voyage, was not such a Possession as deprived the Assignees of *Lindegren and Co.* of all Right whatever to the said Ship, or to the Recovery of the Money arising therefrom.

The Arguments of Mr. *Mansfield* and Mr. *Cooke*, on the Part of the Petitioners; and of the Solicitor General and Mr. *Campbell* on the Part of the Assignees, are given at large in *Brown's Reports*, Vol. III.

The former contended that the Possession taken by the Petitioners, on the Return of the Ship to *Great-Britain*, was such a Possession as took it out of the before-cited Statute.

The latter, that Possession should have been taken before the Ship left *Dublin*; and in Default thereof, they insisted that the Property remained vested in the Assignees of *Lindegreen* and Co.

THE LORD CHANCELLOR said; if the Ship had been chartered from *Dublin* to *Cadiz*, with Liberty to touch at a Port in *England*, has it ever been held that the Mortgagee was obliged to give Notice. If there had been a new Voyage commenced under the Authority of *Gooch* and *Cotton*, that would have made the Case different; but here the Insurance was for a Voyage beginning from *Dublin*, where the Ship was chartered, and the Voyage begun, it would be difficult to take Possession. A Notice to the Captain would be to stop the Voyage.

His Lordship, therefore, granted the Prayer of the Petition.

*Brown's Rep.* Vol. III.

## No. IV.

AN ACCOUNT of the Amount of the PUBLIC DEBTS, as they stood on the 5th Day of January, 1791; with the Annual Interest and other Charges payable thereon.

E X C H E Q U E R									
<p>Annuities for long Terms, being the Remainder of the Original Sum contributed and unfalsified to the South Sea Company</p> <p>1,816,275 17 10 1/2</p> <p>67,155 8 2 1/2</p>									
<p>See Company</p> <p>10,000 and Three Lives, being the Remainder after what is taken in by Deaths</p> <p>Exchequer Bills made out for interest of old Bills</p> <p>Annuities for Lives, with the Benefits of Survivorship, granted by an Act 5 Geo. III. being the Original Sum contributed</p>									
<p>Note. The Land Taxes and Duties on Malt, &amp;c. being Annual Grants, are not charged in this Account; nor the Amount of the Exchequer Bills, viz. £350,000; nor the £140,000, viz. 10,475 being Part of £200,000; nor the £980,100, Part of £1,400,000, raised by the several Acts of Parliament of the last Session, and charged on the Supplies of the present Year.</p>									
E A S T - I N D I A C O M P A N Y.									
<p>Be Two Acts of Parliament 9 Will. III. and Two other Acts 6 and 9 Anne at £. 3 per Cent. per Ann.</p> <p>Annuities at £. 3 per Cent. per Ann. 1744</p>									
B A N K O F E N G L A N D.									
<p>Purchased of the South Sea Company</p> <p>On their Original Fund, at £. 3 per Cent. per Ann. from 18 August 1743</p> <p>For cancelling Exchequer Bills, by Acts 3 Geo. I.</p> <p>Annunities, at £. 3 per Cent. per Ann. 1714</p> <p>Ditto £. 3 per Cent. per Ann. 1719</p> <p>Ditto £. 3 per Cent. per Ann. 1740</p> <p>Ditto £. 3 per Cent. per Ann. granted by an Act 12 Geo. I.</p> <p>Ditto £. 3 per Cent. per Ann. consolidated by Acts 25, 28, 29, 31, 34, and 35 Geo. II. and several other Acts</p> <p>Ditto £. 3 per Cent. per Ann. granted and consolidated with the above Capital, being Part of £. 1,160,000, granted by an Act 24 Geo. III. but by a Subscriber not having completed the Payment of £. 1,160,000, being his Proportion of the Principal Sum of £. 2,000, the Sum is reduced to £. 3 per Cent. per Ann. consolidated by Acts 25 Geo. II. 5 and 21 Geo. III.</p> <p>Ditto £. 4 per Cent. per Ann. granted by Acts 17, 20, 21, 22, 25, and 24 Geo. III.</p> <p>Ditto £. 5 per Cent. per Ann. granted by Acts 24 and 25 Geo. III.</p>									
<p>Principal Debt.</p> <p>£.</p> <p>1,903,431 6 1/2</p> <p>2,200 — —</p> <p>18,000 — —</p>									
<p>Annual Interest.</p> <p>£.</p> <p>139,399 4 8</p> <p>540 — —</p>									
<p>Management, and other Charges payable thereon.</p> <p>£.</p> <p>5,230 — —</p> <p>— —</p> <p>1,285 14 4</p> <p>401 15 8</p> <p>1,598 3 5</p> <p>4,000 — —</p> <p>430 — —</p> <p>3,223,990 17 9</p> <p>47,114 17 3</p> <p>16,075 7 8</p> <p>1,160,000 — —</p> <p>1,370,000 — —</p> <p>893,499 13 5 1/2</p>									
<p>TOTAL</p> <p>£.</p> <p>144,640 4 8</p> <p>540 — —</p> <p>97,185 14 4</p> <p>30,401 15 8</p> <p>121,898 3 5</p> <p>234,604 — —</p> <p>30,410 — —</p> <p>346,901 5 —</p> <p>1,156,277 11 11</p> <p>1,324,217 10 —</p> <p>501,544 3 4 1/2</p>									

AN ACCOUNT of the PUBLIC DEBTS, &c. continued.

Principal Debit.	Annual Interest.	Management, and other Charges payable thereon.	TOTAL.
£. s. d. 24,065.084 13 11 1,919.600 — —	£. s. d. 721,552 10 9 57,548 — —	£. s. d. 14,012 3 2 943 15 6	£. s. d. 735,974 13 11 5,451 15 6
— — —	12,318 5 —	— — —	6,196 11 7
— — —	22,466 10 —	— — —	— — —
— — —	24,507 5 —	— — —	— — —
— — —	2,769 13 —	— — —	— — —
— — —	5,174 18 7	— — —	— — —
— — —	680,375 — —	7,554 4 4½	687,929 4 4½
— — —	418,333 — 11	4,548 14 6½	422,881 15 5½
— — —	25,000 — —	— — —	25,000 — —
240,154,879 11 4½	9,162,781 3 4½	126,423 15 10	9,289,410 9 2½

On their Capital Stock and Annuities, 9 Geo. I.  
Annuities at £. 3 per Cent. per Ann. 1751

By an Act 18 Geo. II. Annuities on Lives were granted to the Amount of £. 22,000, which were reduced

	-	-	-	-
on the 5th January 1747 to				
19 Geo. II. Ditto	£. 45,000,	which were reduced to		
3 <sup>d</sup> Geo. III. Ditto	£. 33,750,	which were reduced to		
16 Geo. III. Ditto	£. 2,840 13.	which were reduced to		
18 Geo. III. Ditto	£. 53,18 18.	which were reduced to		
19 Geo. III. Ditto	-	£. 53,18 18.	which were reduced to	

and were payable for the Term of no Years, payable at the Bank of England, to the

[illegible]

No Memorandum on the Annuities for 1831 Year, granted by AG 70 Geo. III. inferred in this Account, not being allowed by the Lords of the Treasury; and on the 10th October 1799, £. 59,114. 19s. was impelled to Charles Townshend, Esquire, to pay five Quarters' tithes on the Tonnage, but the future Annuity is not yet determined.

Exchequer,  
the 21<sup>st</sup> Day of March, 1798.

ROBERT JENNINGS.

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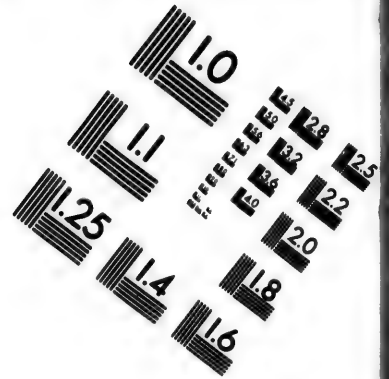
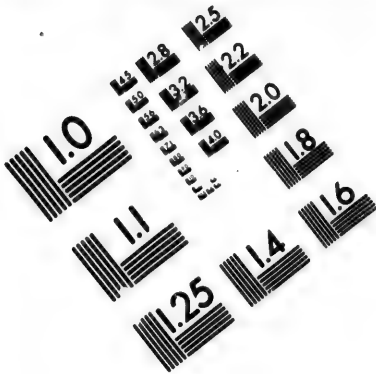
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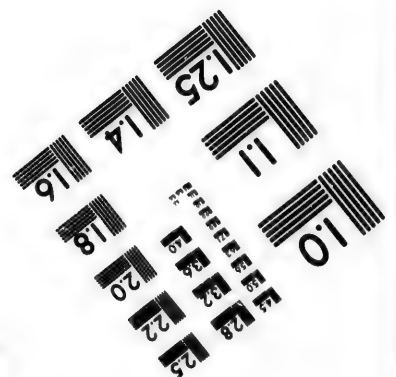
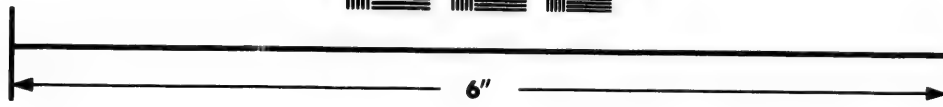
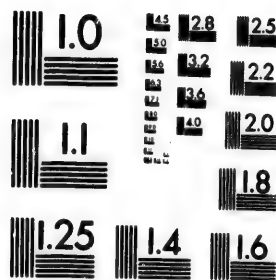
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